

Hearing Date and Time: February 16, 2012 at 10:00 a.m. (prevailing Eastern time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
155 North Wacker Drive
Chicago, Illinois 60606
John Wm. Butler, Jr.
John K. Lyons
Albert L. Hogan, III
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

Attorneys for DPH Holdings Corp., et al.,
Reorganized Debtors

DPH Holdings Corp. Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

DPH Holdings Corp. Legal Information Website:
<http://www.dphholdingsdocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
	:	
In re	:	Chapter 11
	:	
DPH HOLDINGS CORP., <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Reorganized Debtors.	:	(Jointly Administered)
	:	
-----X	:	

REORGANIZED DEBTORS' SUR-REPLY TO REPLY BRIEF IN
FURTHER SUPPORT OF MOTION OF THE BANK OF NEW YORK, AS
INDENTURE TRUSTEE, PAUL FEINSILVER, JAMES A. KLOTZ AND
TERRENCE O'GRADY FOR PERMISSION TO PROCEED IN THE
APPROPRIATE TRIBUNAL AS AGAINST THE REORGANIZED
DEBTORS, OR ALTERNATIVELY, TO DIRECT THE REORGANIZED
DEBTORS TO CONTINUE TO MAKE ALL PAYMENTS OF
PRINCIPAL AND INTEREST AS AN ADMINISTRATIVE CLAIM

In accordance with the Notice Of Rescheduling Of Seventy-Fourth Omnibus Hearing And Fifty-Second Claims Hearing (Docket No. 21800), dated January 10, 2012, the Reorganized Debtors submit this sur-reply to the Reply Brief In Further Support Of Motion Of The Bank Of New York Mellon, As Indenture Trustee, Paul Feinsilver, James A. Klotz And Terrance O'Grady For Permission To Proceed In The Appropriate Tribunal As Against The Reorganized Debtors, Or Alternatively, To Direct The Reorganized Debtors To Continue To Make All Payments Of Principal And Interest As An Administrative Claim (Docket No. 21813), dated January 18, 2012 (the "Reply").¹

Preliminary Statement

In the Reply, the Bank of New York Mellon Corporation ("BNYM," or the "Indenture Trustee") and Paul Feinsilver, James A. Klotz, and Terrance O'Grady (collectively, the "Bondholders," and together with the Indenture Trustee, the "Movants") attempt to elevate their time-barred prepetition claims into administrative claims. In principle, the Movants argue that the claims relating to the Bonds was not discharged because (i) the liabilities were not scheduled properly, (ii) the indenture trustee with respect to the Bonds did not receive adequate notice of the Bar Date, (iii) the Debtors assumed² the 1999 Assignment Agreement via the Amended MRA, and (iv) the Debtors are estopped from discharging the liabilities. As discussed

¹ Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Reorganized Debtors' Objection To Motion Of The Bank Of New York Mellon, As Indenture Trustee, Paul Feinsilver, James A. Klotz And Terrence O'Grady For Permission To Proceed In The Appropriate Tribunal As Against The Reorganized Debtors (Docket No. 21787), dated January 5, 2012 (the "Objection").

² In their Motion, the Movants based their argument that their claims should be allowed based on the "ride through principle," arguing that the 1999 Assignment Agreement was neither assumed nor rejected. (Docket No. 21758 ¶ 25.) In the Reply, however, the Movants now seem to distance themselves from that argument and instead assert that the 1999 Assignment Agreement was assumed. While the Reorganized Debtors are not sure which argument the Movants will assert at the hearing, since the Reorganized Debtors have already addressed the "ride through principle" argument in their objection, for the sake of brevity, the Reorganized Debtors will only address the assumption argument below.

below, the Movants have not satisfied the threshold matter of lifting the Plan Injunction and each of these arguments fails on the merits.

Argument

I. THE MOVANTS CONTINUE TO IGNORE THE JOINT STIPULATION AND AGREED ORDER.

1. The central point of the Reply is that the Reorganized Debtors' obligations relating to the Bonds were not discharged pursuant to 11 U.S.C. § 1141(d)(1)(A), the Modified Plan, and the Plan Modification Order. As the Reorganized Debtors explained in their Objection, however, this question was resolved definitively by agreement of the parties and order of this Court in the Joint Stipulation And Agreed Order. (Docket No. 21787 ¶ 60.) Specifically, the Reorganized Debtors, the Indenture Trustee, and Delphi Automotive LLP stipulated and agreed that: "[t]he Indenture Trustee is subject to the injunctions in Article 11.14 of the Modified Plan and paragraph 22 of the Plan Modification Order (collectively, the 'Plan Injunction')." (Docket No. 20993 ¶A). Pursuant to the Modified Plan, to be subject to the Plan Injunction means that the Movants' claims, if any, were either "satisfied, discharged, released, or subject to exculpation . . ." (Docket No. 18707 ¶ 22.) Of those options, only discharge makes sense under the circumstances presented here. Nevertheless, the Movants continue to ignore the effect of the Joint Stipulation And Agreed Order, and they have not sought reconsideration of the Joint Stipulation And Agreed Order. Under these circumstances, there is no basis for entertaining the Movants' discharge argument.³

³ Although the Movants make a passing reference to lifting the Plan Injunction and the Sonnax factors in the Reply, the Movants did not request this relief in the Motion. As a result, the request is procedurally barred. See Thomas v. Roach, 165 F.3d 137, 145-46 (2d Cir. 1999) (where appellant raises an argument for the first time in its reply brief, the court declines to consider it); NLRB v. Star Color Plate Service, Div. of Einhorn Enterprises, Inc., 843 F.2d 1507, 1510 n3 (2d Cir. 1998) (same); Primavera Familienstiftung v. Askin, 130 F. Supp. 2d 450, 506-07 n61 (S.D.N.Y. 2001) (where court finds that failure of plaintiff to raise an argument for the first time in its reply brief is itself sufficient grounds for rejecting the argument).

II. THE ARGUMENTS SET FORTH IN THE REPLY FAIL ON THE MERITS.

2. Putting this gating issue aside, all of the arguments set forth in the Reply similarly fail on the merits for the reasons discussed below.

A. Scheduling

3. The Movants assert that the Reorganized Debtors failed to schedule properly their liability relating to the Bonds. (Docket No. 21813 at 2-5.) As the Movants acknowledge in their Reply, however, the liability was listed on DAS LLC's amended schedule of assets and liabilities as obligations owing to GM. (Docket No. 21813 at 3-4.) The Debtors scheduled these claims in that manner because the obligations arose from the 1999 Assignment Agreement and the sole parties to the 1999 Assignment Agreement were GM and DAS LLC. (Docket No. 21787 Ex. C.)

4. Furthermore, as the Reorganized Debtors noted in their objection, although the scheduling of a claim may make it unnecessary for a creditor to file a proof of claim in some cases, it does not excuse the Indenture Trustee from filing a proof of claim, nor does it affect whether an obligation with respect to the claim falls within the discharge provided pursuant to section 1141(d)(1)(A) of the Bankruptcy Code. (Docket No. 21787 ¶ 52.)

5. The fact that the debt at issue was not scheduled as to the Indenture Trustee with respect to the Bonds made it all the more important for the Indenture Trustee to file a proof of claim. Despite the requirements of the Bar Date Notice,⁴ the Bankruptcy Code, and the Bankruptcy Rules, it is undisputed that the Indenture Trustee failed to file a proof of claim.

See 11 U.S.C. § 1111(a); Fed. R. Bankr. P. 3003(b)(1), (c)(2) ("*Who Must File*: Any creditor or

⁴ The Bar Date Notice (Docket 3105) (the "Bar Date Notice") provided: "You do not need to file a proof of claim on or prior to the General Bar Date if you are: (a) Any Person or Entity (i) which agrees with the nature, classification, and amount of its Claim set forth in the Schedules and (ii) whose Claim against a Debtor is not listed as "disputed," "contingent," or "unliquidated" in the Schedules" (Docket No. 3105 ¶ 4 (emphasis added).)

equity security holder *whose claim or interest is not scheduled* or scheduled as disputed, contingent, or unliquidated *shall* file a proof of claim" (emphasis added)).

B. Notice

6. The Movants appear to have abandoned the argument that they received no notice of the Bar Date and the Modified Plan. Instead, with respect to the notices provided to the Indenture Trustee, the Movants make two arguments, both of which fail. First, the Movants assert for the first time that JPMorgan Chase ("JPM"), rather than BNYM, was the indenture trustee with respect to the Bonds as of the Bar Date. (Docket No. 21813 Ex. A.) To support this assertion, the Movants point to a news release issued by BNYM on October 2, 2006, announcing the completion of BNYM's acquisition of JPM's corporate trust business in exchange for BNYM's retail banking and regional middle-market business. (Docket No. 21813 Ex. A.)

7. Assuming for purposes of this sur-reply that JPM was in fact the indenture trustee as of the Bar Date,⁵ that provides no support for the Movants' notice argument. The affidavit of service filed by KCC on April 28, 2006, shows that JPM was also served with the Court-approved Notice Of Bar Date For Filing Proofs Of Claim and a Proof Of Claim form at several addresses (Docket No. 3501.)⁶ JPM was served by postage prepaid U.S. mail on or before April 20, 2006. (Id.) In addition, James L. Bromley filed a notice of appearance on

⁵ The news release, standing alone, does not establish when the Indenture Trustee became the indenture trustee with respect to the Bonds. It is possible, for example, that the Indenture Trustee attained that position outside of and prior to the acquisition announced in the news release. In this regard, the Reorganized Debtors find it somewhat curious that the Indenture Trustee did not mention the alleged fact that the Indenture Trustee was not the indenture trustee as of the Bar Date at any time during the litigation of the Second Indenture Trustee Plan Injunction Motion or in the Motion under consideration here.

⁶ The relevant portion of this affidavit is attached to this sur-reply as Exhibit A.

behalf of JPM⁷ and was served with the Bar Date. The relevant portion of KCC's affidavit regarding the Bar Date is attached to this sur-reply as Exhibit C.

8. Second, the Movants continue to press their argument that the notices provided to the Indenture Trustee and JPM were inadequate because the Indenture Trustee and JPM did not receive them in their capacity as indenture trustees. (Docket No. 21813 at 6.) As the Reorganized Debtors explained in their objection, however, there is no legal authority for the notion that the Reorganized Debtors were obligated to specify in the address labels that the notices were directed to the Indenture Trustee and JPM in that particular capacity. (Docket No. 21787 ¶ 65.)

9. The Movants' attempt to state that 11 U.S.C. § 342(g) required the Reorganized Debtors to use specified labels directed toward the Indenture Trustee in a particular capacity falls flat. As a preliminary matter, 11 U.S.C. § 342 (g) was enacted after the Petition Dates and therefore should not apply to these cases. See In re Zerbo, 397 B.R. 642, 648 (Bankr. E.D.N.Y. 2008) (because the bankruptcy case was filed prior to October 17, 2005 and the effective date of the relevant BAPCPA amendments, the court applies the Bankruptcy Code and Rules as they existed prior to the enactment of BAPCPA). In any event, even if Section 342(g) did apply, the Movants still misstate the law. It is the responsibility of the creditor to designate a person or organizational subdivision responsible for receiving notice through "reasonable procedures," either by giving an address to the Bankruptcy Noticing Center for notices, filing an appearance, or designating an address on a proof of claim. See Harvey v. United Techs. (In re

⁷ See the Notice Of Appearance And Demand For Service Of Papers By James L. Bromley On Behalf Of Bear, Stearns & Co. Inc., Citigroup Inc., Credit Suisse First Boston, Deutsche Bank Securities, Inc., Goldman Sachs Group, Inc., JPMorgan Chase & Co., Lehman Brothers Inc., Merrill Lynch & Co., Morgan Stanley & Co., Inc., And UBS Securities LLC, dated November 10, 2005. (Docket No. 1014), which is attached hereto as Exhibit B.

Harvey), 388 B.R. 440, 447 (Bankr. D. Me. 2008) (where record does not show that creditor had established "reasonable procedures" for receipt of notices, 342(g) was not violated).

10. Indeed this Court as well as other courts have held that burden is on the creditor to designate any particular division to receive notice. See In re Delphi Corp., 2009 Bankr. LEXIS 571, at *8 (Bankr. S.D.N.Y. Jan. 20, 2009) (where the Court held that "the Bankruptcy Code puts the onus on the creditor to specify a particular division or subdivision to receive notice" under 342(g)(1); see also In re Combs, 2006 Bankr. LEXIS 3569 (Bankr. N.D. Ga. Nov. 20, 2006) (where creditor had not designed a particular person or subdivision responsible for receiving notices of bankruptcy filings, 342(g)(1) did not apply).

11. It is undisputed that the Indenture Trustee never filed a notice of appearance, a proof of claim, or established "reasonable procedures" to direct notice in these cases. Accordingly, even if section 342(g) was applicable, the Indenture Trustee did not comply with the provision.

C. The Amended MRA

12. The Reply sets forth three principal arguments regarding the Amended MRA: (i) the Reorganized Debtors' obligations relating to the Bonds were not discharged because the Reorganized Debtors assumed the 1999 Assignment Agreement via the Amended MRA, (ii) the Movants' status was somehow improved pursuant to the Amended MRA, and (iii) the 1999 Assignment Agreement was never terminated. As described below, each argument is without merit.

(i) The Reorganized Debtors Did Not Assume The 1999 Assignment Agreement Pursuant to the Amended MRA

13. As we set forth in the Objection, the 1999 Assignment Agreement is a non-executory contract, therefore was not subject to assumption (or rejection) under Section

365(a). See 11 U.S.C. § 365 (a) ("[s]ubject to the court's approval, [the debtor/trustee] may assume or reject any executory contract or unexpired lease of the debtor.") The Movants make the general assertion that the 1999 Assignment Agreement was assumed; however, they do not take issue with the analysis set forth in the Objection that the agreement was non-executory and therefore could not have been assumed. See In re Chateaugay Corp., 102 B.R. 335, 350 (Bankr. S.D.N.Y. 1989) (holding that agreements that "do not constitute either true leases or executory contracts for purposes of § 365 of the Code . . . are not susceptible to assumption or rejection"); see also In re Ridizio, Inc., 204 B.R. 417, 421 (Bankr. S.D.N.Y. 1997); In re Raymond, 129 B.R. 354, 357 (Bankr. S.D.N.Y. 1991).

(ii) The Movants' Status As Prepetition Creditors Was Not Improved Via The Amended MRA

14. In their Reply, the Movants assert that the Reorganized Debtors' obligations relating to the Bonds were not discharged in connection with the Modified Plan because they somehow gained new administrative payment rights pursuant to the Amended MRA. The Movants base their argument on the provision of the Amended MRA that provided that, as of the effective date of the Amended MRA in September 2008, the 1999 Assignment Agreement "shall, as applicable, be either assumed, reinstated, or ratified (including as amended, as applicable)." (Docket No. 14287 § 5.01(a)(vi).) However, neither the Indenture Trustee nor the Bondholders were parties to the Amended MRA. Nor are they third-party beneficiaries of the Amended MRA. Section 8.18 of the Amended MRA states that:

nothing contained in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties hereto, . . . nor shall any provision give any third party any right of subrogation or action over or against any Party to this Agreement.

(Docket No. 14287 Ex. B § 8.18.)

15. The Amended MRA was part of a bilateral arrangement between Delphi and GM that was intended to affect only the rights and obligations as between Delphi and GM and specifically precluded third-party beneficiaries by its terms. As the Reorganized Debtors discussed at length in the Second Indenture Trustee Plan Injunction Motion,⁸ section 8.18 of the Amended MRA conclusively established that third-parties such as the Indenture Trustee and the Bondholders have no rights or remedies under the Amended MRA. Rather, as this Court has noted, the termination of agreements pursuant to the MDA, such as the Amended MRA, "reflected a settlement as between – a global settlement, as between GM and Delphi." (Docket No. 20640 at 107:19-108:2 (emphasis added).) Accordingly, there is no basis for concluding that Delphi undertook post-petition obligations enforceable by the Indenture Trustee by virtue of the Amended MRA.

(iii) Termination of the 1999 Assignment Agreement under the Amended MRA

16. The Movants also point out that the 1999 Assignment Agreement was not among the contracts listed in Section 9.19.1 of the MDA, which provided a non-exclusive list of contracts to be terminated. (Docket No. 21813 at 8.) Because the provision of the MDA that is most important here – Section 9.19.2 – is a catchall provision terminating all obligations under the Amended MRA as of October 6, 2009, the foregoing omission is not relevant to this analysis. Moreover, even if one were to look past Section 9.19.2 of the MDA, the result of the omission, at worst, would be that GM would have retained a claim against the Debtors under the 1999 Assignment Agreement and the Movants would have a prepetition claim – each subject to the filing of a timely proof of claim. As to the Movants, they would have a prepetition claim

⁸ See Docket No. 20795, which is attached (without exhibits) to this sur-reply as Exhibit D.

because the 1999 Assignment Agreement is a prepetition contract, which, because of its non-executory nature, was not assumable. This is no different from the position the Movants are in now. Accordingly, the omission of the 1999 Assignment Agreement from the list set forth in Section 9.19.1 of the MDA means merely that GM may have retained certain rights against the Debtors under the 1999 Assignment Agreement. However, because GM granted the Debtors a full release as part of its consideration under the Modified Plan,⁹ this reinforces the conclusion that omission in Section 9.19.1 of the MDA should not affect, in any way, the outcome of the Motion.

III. THE MOVANTS HAVE NOT SHOWN THAT EQUITABLE ESTOPPEL IS WARRANTED

17. The Movants again argue that equitable estoppel bars the Reorganized Debtors from taking the position that the Indenture Trustee and/or the Bondholders do not have an allowed claim relating to the Bonds. They appear to base their estoppel argument on (i) the fact that Reorganized Debtors made payments during the course of the bankruptcy and (ii) an e-mail dated October 29, 2009 (the "Post Emergence Email") to Mr. Abrams of fmsbonds, Inc.

A. Payments Made During Bankruptcy

18. As for their first basis of estoppel, the Movants go so far as to argue that the Reorganized Debtors offered "no explanation whatsoever as to why the interest payments on the Bonds continued." (Docket No. 21813 at 12.) As we explained the Objection,¹⁰ the Reorganized Debtors made postpetition payments related to the Bonds from the time the

⁹ As described in section 3.1.1 (C) of the MDA, part of the GM Purchase Price (as defined in the MDA) included "[t]he waiver by each of GM and Old GM of its pre-petition Claims, Administrative Claims and future Claims in the Bankruptcy Cases." (MDA § 3.1.1 (C).)

¹⁰ The Reorganized Debtors also explained this in the Second Indenture Trustee Plan Injunction Motion (Docket No. 210795), which is attached (without exhibits) to this sur-reply as Exhibit D.

Amended MRA was effective until it was terminated by the MDA. As also described in the Objection, the Debtors did not make interest payments on the Bonds for nearly three years during the bankruptcy. (Docket No. 21787 ¶ 30.) The Reorganized Debtors believe that GM made payments on the Bonds from the petition dates in October 2005 through the effective date of the Amended MRA in September 2008. (Docket No. 20795 ¶ 6.) It was not until the Debtors received authorization, but not direction, from the Court to enter into the Amended MRA with GM that the Debtors made payments on the Bonds in late 2008.

B. The Post Emergence Email

19. The Movants' next estoppel argument regarding the statements made in the Post Emergence Email fails as well. As we pointed out in the Objection, this argument fails for at least four reasons: (i) the timeline of events establishes that the Movants could not have relied on the Post Emergence Email, which was dated October 29, 2009, as a reason not to act on or before the July 31, 2006 prepetition Bar Date, (ii) the Movants have not established whether the author was communicating on behalf of DPH Holdings or any of the other Reorganized Debtors, on one hand, or "new" Delphi, on the other, (iii) the Movants have not demonstrated that Mr. Abrams, Chief Municipal Credit Analyst of fmsbonds, Inc., was acting on behalf of the Indenture Trustee or the Bondholders in his communications, and (iv) reliance on Post Emergence Email was not reasonable. Again, the Reorganized Debtors have discussed each of these arguments at length in the Objection¹¹ and for the sake of brevity will not repeat those arguments here.

20. In response to these four arguments and only half-heartedly addressing one of the arguments set forth in the Objection, the Movants merely asked "[W]ho if not the

¹¹ See Docket 21718 ¶¶ 69-76.

Reorganized Debtors' Director of Corporate Finance would be better situated to know (and represent) what the Reorganized Debtors' financial obligations are?" (Docket No. 21813 at 13.) As this Court is aware, however, John Brooks has been the only employee of the Reorganized Debtors since the Effective Date. Because the Movants have not proved any elements of estoppel,¹² the Post Emergence Email cannot be used to support an estoppel argument.

WHEREFORE, the Reorganized Debtors respectfully request that this Court enter an order sustaining this objection, denying the Motion, and granting the Reorganized Debtors such other and further relief as is just.

Dated: New York, New York
February 10, 2012

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ Ron E. Meisler
John Wm. Butler, Jr.
John K. Lyons
Albert L. Hogan, III
Ron E. Meisler
155 North Wacker Drive
Chicago, Illinois 60606

- and -

Four Times Square
New York, New York 10036

Attorneys for DPH Holdings Corp., et al.,
Reorganized Debtors

¹² As described in the Objection, the elements of estoppel require: 1) the party to be estopped to make a misrepresentation of fact to the other party with reason to believe that the other party will rely upon it; 2) and the other party reasonably relies upon it; 3) to her detriment." Kosakow, 274 F.3d at 725; accord OSRecovery, Inc. v. One Groupe Int'l, Inc., 462 F.3d 87, 93 n.3 (2d Cir. 2006) (Docket No. 21718 ¶ 70).

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On or before April 20, 2006, I caused to be served the documents listed below upon the parties listed on Exhibit A hereto via postage pre-paid U.S. mail:

- 1) Notice of Bar Date for Filing Proofs of Claim [a copy of which is attached hereto as Exhibit B]
- 2) Proof of Claim form [a copy of which is attached hereto as Exhibit C]

Dated: April 28, 2006

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 28th day of April, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : /s/ Amy Lee Huh

Commission Expires: 3/15/09

EXHIBIT A

Delphi Service List

<i>CreditorName</i>	<i>CreditorNoticeName</i>	<i>Address1</i>	<i>Address2</i>	<i>Address3</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Country</i>
Bodycote Broutman		5996 Collection Ctr Dr			Chicago	IL	60693	
Bodycote Broutman Inc		1975 N Ruby St			Melrose Pk	IL	60160	
Bodycote Diamond Black Inc		100 Somerset Dr			Conover	NC	28613	
Bodycote Diamond Black Inc		PO Box 9195			Hickory	NC	28603-9195	
Bodycote Int Inc		443 E High St			London	OH	43140	
Bodycote Int Inc		443 East High St			London	OH	43140	
Bodycote Int Inc		PO Box 845646			Boston	MA	02284-5646	
Bodycote Investments Inc		Bodycote Induction Processing	8580 Haggerty Rd		Canton	MI	48187-2095	
Bodycote Metallurgical Coating		7856 Mccloud Rd			Greensboro	NC	27409	
Bodycote Michigan Induction In		8468 Ronda St			Canton	MI	48187-2002	
Bodycote Thermal		Processing	8468 Ronda Dr		Canton	MI	48187-2086	
Bodycote Thermal Eft Processing		Jp Morgan Chase Bank	2200 Ross Ave		Dallas	TX	75266-0197	
Bodycote Thermal Eft		Processing	8468 Ronda Dr		Canton	MI	48187-2086	
Bodycote Thermal Processing		284 Grove St			Worcester	MA	01605	
Bodycote Thermal Processing		4208 S 74th E Ave			Tulsa	OK	74145-4721	
Bodycote Thermal Processing		7384 Trade St			San Diego	CA	92121	
Bodycote Thermal Processing		8580 Haggerty Rd			Canton	MI	48187-2095	
Bodycote Thermal Processing		Jp Morgan Chase Bank	2200 Ross Ave		Dallas	TX	75266-0197	
Bodycote Thermal Processing		PO Box 27240			New York	NY	10087-7240	
Bodycote Thermal Processing		PO Box 88811			Chicago	IL	60695-1811	
Bodycote Thermal Processing In		Bodycote Thermal Processing	187 Water St		Laconia	NH	03246	
Bodycote Thermal Processing In		Bodycote Thermal Processing	284 Grove St		Worcester	MA	01605	
Boe Inc		Beckley Office Equipment Div	112 S Main St		Kokomo	IN	46901	
Boe La Siebdrucktechnik GmbH		Dahlenstr 33			Radevormwald		42477	Germany
Boeckeler Instruments Inc		4650 S Butterfield Rd			Tucson	AZ	85714	
Boedeker Plastics Inc		904 W 6th St			Shiner	TX	77984	
Boedeker Plastics Inc		904 West 6th St			Shiner	TX	77984	
Boedeker Plastics Inc		904 West 6th St			Shiner	TX	77984	

Delphi Service List

<i>CreditorName</i>	<i>CreditorNoticeName</i>	<i>Address1</i>	<i>Address2</i>	<i>Address3</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Country</i>
Cation Llc		1282 Solutions Ctr			Chicago	IL	60677-1002	
Cation Llc		2341 Alger St			Troy	MI	48083	
Cation Llc		Cation	2341 Alger		Troy	MI	48083	
Catlett Edward		180 Chadwick Ct			Noblesville	IN	46062	
Catlett Jr Elvin		4624 Prescott			Dayton	OH	45406	
Catley Ronald		6545 Isla Del Rey			El Paso	TX	79912	
Catlin Janet		820 Adalaide Ave Ne			Warren	OH	44483	
Catlin Raymond W		2959 Upper Mountain Rd			Sanborn	NY	14132-9102	
Cato Robert P		675 Village Ln			Marietta	GA	30060	
Caton David J		6035 S Transit Rd Lot 45			Lockport	NY	14094-6321	
Catoosa Auto Repair Inc		104 W Elm			Catoosa	OK	74015	
Catoosa Auto Repair Inc		104 W Elm			Catoosa	OK	74015	
Catoosa Flowers		650 S Cherokee St	PO Box 726		Catoosa	OK	74015	
Catoosa Flowers		650 S Cherokee St	PO Box 726		Catoosa	OK	74015	
Catoosa High School		2000 S Cherokee			Catoosa	OK	74015	
Cator Sandra		706 N Bentley Ave			Niles	OH	44446-5204	
Catrell Corey		1153 W Rowland St			Flint	MI	48507	
Catri li Joseph		902 Superior Dr			Huron	OH	44839	
Catrina Carter Adm		Est Mary Thomas	1241 Front St		Cuyahoga Falls	OH	44221-4847	
Catrina Logan Boisson		3031 Lawrenceville Rd			Lawrenceville	NJ	08648	
Catron Billy R		PO Box 672			New Castle	IN	47362-0672	
Catron Brenda		3475 Ginger Ct			Kokomo	IN	46901	
Catron Jr Wiley		3413 Clement			Flint	MI	48504	
Catron Keith		2353 S 600 W			Russiaville	IN	46979	
Catron Lucinda		9089 N 930 E			Russiaville	IN	46979	
Catron Minerva Z		308 Redwood Ct			Kokomo	IN	46902-3623	
Catron Nancy		666 Shadowood Ln Se			Warren	OH	44484-2439	
Catron Robert A		8985 Inverrary Dr Se			Warren	OH	44484-2552	
Catron Sharon R		1418 W Richmond St			Kokomo	IN	46901-3241	
Catron Steven		2533 S 750 W			Russiaville	IN	46979	

Delphi Service List

<i>CreditorName</i>	<i>CreditorNoticeName</i>	<i>Address1</i>	<i>Address2</i>	<i>Address3</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Country</i>
Cilla Hugger and Miss Evelyn C		Hugger Jt Ten	6988 Pebble Pk Circle		W Bloomfield	MI	48322-3510	
Cills Barbara		1254 Arrowhead Dr			Burton	MI	48509	
Cills Ludin W		PO Box 5021			Flint	MI	48505-0021	
Cim Intergraters Inc		8263 Owasso Expressway	Ste F		Owasso	OK	74055	
Cima Avs Inc		1650 W Sam Houston Pkwy N			Houston	TX	77043	
Cima Avs Inc		1650 W Sam Houston Pky N			Houston	TX	77043	
Cima Technologies		4717 Osborne Ste 300			El Paso	TX	79922	
Cimarron Express	Jim Shepperd	21611 State Route 51			Genoa	OH	43430	
Cimarron Express Inc		PO Box 185			Genoa	OH	43430	
Cimarron Express Inc		Scac Cieg	PO Box 185	21611 St Rt 51	Genoa	OH	43430	
Cimatrix Llc		Rvsi Acuity Cimatrix	486 Amherst St		Nashua	NH	03063	
Cimbar Performance Minerals		25 Old Riverroad			Cartersville	GA	30120	
Cimbar Performance Minerals		25 Old Riverroad			Cartersville	GA	30120	
Cimbar Performance Minerals		49 0 Jackson Lake Rd			Chatsworth	GA	30705	
Cimbar Performance Minerals		Addr Chg 1 17 02 Ltr Gw	25 Old River Rd Se		Cartersville	GA	30120-0250	
Cimbar Performance Minerals J P Morgan Chase Bank		PO Box 201366			Houston	TX	77216-1366	
Cimetrix Inc		6979 S High Tech Dr			Salt Lake City	UT	84047	
Cimetrix Inc		6979 S High Tech Dr			Midvale	UT	84047	
Ciminero Alan		7155 Oak Hill Dr			W Farmington	OH	44491	
Ciminero Sandra L		7155 Oak Hill Dr			W Farmington	OH	44491-8708	
Cimino Vincent		97 Dolores Dr			Rochester	NY	14626-4054	
Cimmety Systems		6700 Cote De Liesse Ste 206			St Laurent	PQ	H4T 2B5	Canada
Cimmety Systems Inc Eft		13694 Collections Ctr Dr			Chicago	IL	60693	Canada
Cimmety Systems Inc Eft		6700 Cote De Liesse Ste 206			Saint Laurent	PQ	H4T 2B5	Canada
Cimquest Inc		262 Chapman Rd Ste 105			Newark	DE	19702	
Cimquest Inc		518 Kimberton Rd 325			Phoenixville	PA	19460	

Delphi Service List

<i>CreditorName</i>	<i>CreditorNoticeName</i>	<i>Address1</i>	<i>Address2</i>	<i>Address3</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Country</i>
Citation Aluminum Llc		43575 Nicholasville Rd			Bay Minette	AL	36527	
Citation Aluminum Llc		43575 Nicholasville Rd			Bay Minette	AL	36507	
Citation Aluminum Llc		PO Box 1209			Bay Minette	AL	36527	
Citation Auto Sales Corp Eft		27275 Haggerty Rd Ste 420			Novi	MI	48377	
Citation Auto Sales Corp Eft		27730 Franklin Rd			Southfield	MI	48034	
Citation Carolina Corp		2700 Corporate Dr	Ste 100		Birmingham	AL	35242	
Citation Corp		210 Ann Ave			Brewton	AL	36426-2100	
Citation Corp		600 W Main St			Butler	IN	46721-9604	
Citation Corp		Alabama Ductile Casting Co Div	210 Ann Ave		Brewton	AL	36426-210	
Citation Corp		Citation Products	7800 N Austin Ave		Skokie	IL	60077-264	
Citation Corp		Citation Sales	27275 Haggerty Rd Ste 420		Novi	MI	48377	
Citation Corp		Texas Foundries	1611 N Raguet		Lufkin	TX	75904	
Citation Corporation		600 W Main St			Butler	IN	46721	
Citation Corporation		7800 North Austin Ave			Skokie	IL	60077	
Citation Corporation		Alabama Ductile Division	123 St Joseph		Brewton	AL	36426	
Citation Corporation		Citation Sales	27275 Haggerty Rd Ste 420		Novi	MI	48377-363	
Citation Corporation		Dept 771294			Detroit	MI	48277-1294	
Citation Corporation		PO Box 73280			Chicago	IL	60673-7280	
Citation Foundry Corp	c o Stanley Lim	JPMorgan Chase Bank NA as Assignee of Citation Foundry Corp	270 Park Ave 17th Fl		New York	NY	10017	
Citbanco A Partnership		Box 1227			Storm Lake	IA	50588-1227	
Citbanco A Partnership		Drawer 1227			Storm Lake	IA	50588-1227	
Citbanco Cust	a Partnership	Fbo Doris Meloy Ira	Ac 5656	Box 1227	Storm Lake	IA	50588-1227	
Citco Div Litton Industri	Michelle Ross	357 Washington			Chardon	OH	44024	
Cites Indiana Technical &	Environmental Societies	Environmental Societies	C O Anne Heighway	2928 West Rox Dr	Indianapolis	IN	46222	
Cites Indiana Technical and Environmental Societies		C o Anne Heighway	2928 West Rox Dr		Indianapolis	IN	46222	
Citg Promotions Llc		Evigna Brand Insight	1495 Maple Way		Troy	MI	48084	

Delphi Service List

<i>CreditorName</i>	<i>CreditorNoticeName</i>	<i>Address1</i>	<i>Address2</i>	<i>Address3</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Country</i>
J Norman Leedom		882 Washington Crossing Rd			Newtown	PA	18940-2706	
J Norman Toussaint		4560 N E Fourth Ave			Fort Lauderdale	FL	33334-6002	
J Norris Tucker		3609 Piping Rock Ln			Houston	TX	77027-4116	
J O Bishop		5885 Lake Shore Rd			Buford	GA	30518	
J O Boykin		14 Polk Pl			White Plains	NY	10603-2919	
J O Galloup Co Dba Smith		Instrument Co	130 N Helmer Rd		Battle Creek	MI	49015	
J O Galloup Co Dba Smith Eft Instrumentco		130 N Helmer Rd			Battle Creek	MI	49015	
J O Galloup Company	J O Galloup Company	130 N Helmer Rd			Battle Creek	MI	49015	
J O Harris		200 Millington Rd			Fostoria	MI	48435-9749	
J O Jenders		20875 Outer Dr			Dearborn	MI	48124-4722	
J Otroshina		85 Clear Lake Rd			Whiting	NJ	08759	
J P Brown Jr		42 Davidson Ave			Buffalo	NY	14215-2306	
J P David		19711 Canyon Dr			Yorba Linda	CA	92886-5901	
J P Flanagan		116 Oscar			Joliet	IL	60433-2410	
J P Ford		1191 Russell Ave			Flint	MI	48505-2321	
J P Industrial Supply		168 Corinthia St			Lockport	NY	14094	
J P Jorgensen		37630 Lakeshore Dr			Harrison Township	MI	48045-2847	
J P Jorgensen and Ten		William R Jorgensen Jt Ten	37630 Lakeshore Dr		Harrison Township	MI	48045-2847	
J P Laterra		Viale Europa 353	Ragusa					Italy
J P Machine	Pete Signor	1600 Norman Ave			Santa Clara	CA	95054	
J P Maittlenharris		224 Walnut St			Catawissa	PA	17820-1232	
J P Masek Investments Ltd		a Partnership	Co Joseph Masek	210060 Wildcat Dr	Gering	NE	69341-6724	
J P Morgan Chase Bank		For Deposit To The Account Of	Arthur Daubert 3446358	609 Mosley Rd	Fairport	NY	14450	
J P Morgan Chase Bank		For Deposit To The Account Of	Jd Hernandez 15702501948	135 Shadow Mountain	El Paso	TX	79912	
J P Morgan Chase Bank		Treasury Sucs Export Ltr Of Cr	10420 Highland Manor Dr 4th Fl		Tampa	FL	33610	
J P Morgan Chase Bank For Deposit To The Account Of		Arthur Daubert 3446358	609 Mosley Rd		Fairport	NY	14450	

Delphi Service List

<i>CreditorName</i>	<i>CreditorNoticeName</i>	<i>Address1</i>	<i>Address2</i>	<i>Address3</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Country</i>
J P Morgan Chase Bank For Deposit To The Account Of	J.d. Hernandez 15702501948	135 Shadow Mountain			El Paso	TX	79912	
J P Morgan Chase Bank Treasury Sucs Export Ltr Of Cr	10420 Highland Manor Dr 4th Fl				Tampa	FL	33610	
J P Morgan Corporation	Global Services Billing	PO Box 5886 Gpo			New York	NY	10087-5886	
J P Morgan Corporation Global Services Billing	PO Box 5886 Gpo				New York	NY	10087-5886	
J P Perkins	1997 E M 72 Hwy				Grayling	MI	49738-9437	
J P Products Co Inc	720 Vandenburg Rd				King Of Prussia	PA	19406	
J P Products Co Inc	720 Vandenburg Rd				King Of Prussia	PA	19406	
J P Products Co Inc Eft	416 Depot St				Bridgeport	PA	19405	
J P Robert Boutin	613 Willow Cres				Cobourg	ON	K9A 2B4	Canada
J P Snowiss	22519 Susana Ave				Torrance	CA	90505-2041	
J P Transportation Co	PO Box 66				Middletown	OH	45042	
J Pac Expeditors	3053 S Buckingham Ct				Brownsville	TX	78526	
J Pac Expeditors Eft	3053 S Buckingham Ct				Brownsville	TX	78526	
J Palmer Matthews Cust	Palmer M Weldon Unif Gift	Min Act Sc	115 Friendfield		Fort Mill	SC	29715-9048	
J Parker Ketcham	19 Norton Ln				Old Greenwich	CT	06870-1008	
J Parker Ketcham and	Langdale A Ketcham Jt Ten	19 Norton Ln			Old Greenwich	CT	06870-1008	
J Patrick White	Box 365				Iron River	MI	49935-0365	
J Paul Braun Cust Suzan C	Braun Unif Gift Min Act Del	Box 11			Rockland	DE	19732-0011	
J Paul Buhite and B June	Buhite Jt Ten	4160 Norrisville Rd			White Hall	MD	21161-9309	
J Paul Carey Jr	603 Purchase St				Rye	NY	10580-1814	
J Paul Clinton	PO Box 991801				Mobile	AL	36691	
J Paul Ireland Jr	262 Brookside Ave				Wyckoff	NJ	07481-3416	
J Paul Waterhouse	261 Chapel Rd				Bethlehem	WV	26003-4841	
J Paul Woods	Clinical Studies Ovc	University Of Guelph			Guelph	ON	N1G 2W1	Canada
J Pauline Biggs	4015 Bardshar				Castalia	OH	44824-9468	
J Peixoto	453 Pk Ave				Yonkers	NY	10703-2121	

Delphi Service List

<i>CreditorName</i>	<i>CreditorNoticeName</i>	<i>Address1</i>	<i>Address2</i>	<i>Address3</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Country</i>
Jozwiak Andrew		6457 Calle Vista			El Paso	TX	79912	
Jozwiak James E		2112 Wyoming St B			Dayton	OH	45410-2924	
Jozwiak Jamie		3926 N Michigan			Saginaw	MI	48604	
Jozwiak Jonathan		3926 N Michigan			Saginaw	MI	48604	
Jp Cabletek Electronics	Jenny	114 1585 Broadway St	Port Coquitlam Bc				V3C 2M7	Canada
Jp Cabletek Electronics Ltd		1638 Kebet Way			Port Coquitlam	BC	V3C 5W9	Canada
Jp Cabletek Electronics Ltd		Bldg 100 1638 Kebet Way	Canada		Port Coquitlam	BC	V3C 5W9	Canada
Jp Containers		11340 Rhode Dr			Shelby Township	MI	48317	
Jp Containers Inc		11340 Rhode Dr			Shelby Township	MI	48317-3539	
Jp Containers Inc		Add Chg 05 12 05 Ah	11340 Rhode Dr		Shelby Township	MI	48317-3539	
Jp Industrial Products Inc		Industrial Packaging	11988 State Rt 45		Lisbon	OH	44432	
Jp Industrial Supply		PO Box 133 14095			Lockport	NY	14094	
Jp Industrial Supply		168 Corinthia St			Lockport	NY	14094	
Jp Morgan	Robin Baskins	270 Pk Ave 6th Fl			New York	NY	10017	
Jp Morgan	Robin Baskins	270 Pk Ave 6th Fl			New York	NY	10017	
Jp Morgan Chase		Global Services Billing	PO Box 5886 Gpo		New York	NY	10087-5886	
Jp Morgan Chase	Honeywell Sm Box 88163 Flr	550 W Van Buren 14th Flr			Chicago	IL	60607	
Jp Morgan Chase	James A Giannella	270 Pk Ave	Fl 6		New York	NY	10017-2070	
Jp Morgan Chase	James A Giannella	270 Pk Ave	Fl 6		New York	NY	10017-2070	
Jp Morgan Chase Bank		Its Fee Billing	PO Box 5747 Gpo		New York	NY	10087-5747	
Jp Morgan Chase Bank		Its Fee Billing	PO Box 911953		Dallas	TX	75391	
Jp Morgan Chase Bank		Letter Of Credit Department	Attn L c Support Area	10420 Highland Manor Dr 4th Fl	Tampa	FL	33610	
Jp Morgan Chase Bank Its Fee Billing		PO Box 911953			Dallas	TX	75391-1953	
Jp Morgan Chase Bank Letter Of Credit Department		Attn L c Support Area	10420 Highland Manor Dr 4th Fl		Tampa	FL	33610	
Jp Morgan Chase Bank Na		C o Jp Morgan Chase Treasury	Global Trade Services	10420 Highland Manor Dr	Tampa	FL	33610	
Jp Morgan Chase Bank Na C o Jp Morgan Chase Treasury		Global Trade Services	10420 Highland Manor Dr		Tampa	FL	33610	
Jp Morgan Chase Global Services Billing		PO Box 5886 Gpo			New York	NY	10087-5886	

Delphi Service List

<i>CreditorName</i>	<i>CreditorNoticeName</i>	<i>Address1</i>	<i>Address2</i>	<i>Address3</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Country</i>
Jp Morgan Grupo Financiero Division Fiduciaria As Trustee	c/o Greenberg Traurig LLP	Michael T Fishman	77 West Wacker Dr	Ste 2500	Chicago	IL	60601	
Jp Morgan Grupo Financiero Division Fiduciaria As Trustee	c/o Greenberg Traurig LLP	Michael T Fishman	77 West Wacker Dr	Ste 2500	Chicago	IL	60601	
Jp Morgan Grupo Financiero Division Fiduciaria As Trustee	C/o The Prudential Insurance Co	8 Campus Dr			Parsippany	NJ	07054	
Jp Morgan Grupo Financiero Division Fiduciaria As Trustee	C/o The Prudential Insurance Co	8 Campus Dr			Parsippany	NJ	07054	
Jp Morgan Investment Management Inc New York	Mr Steven Lee	Active Equity Research	522 Fifth Ave		New York	NY	10036-7699	
Jp Morgan Securities Inc	Carol Ak Winkler Vp	277 Pk Ave 40th Fl			New York	NY	10172	
Jp Morgan Trust Company Na		Corporate Trust Office	One First National Plaza	Ste 0126	Chicago	IL	60670-0126	
Jp Morgan Trust Company Na		Image Hub Mail Stop	PO Box 139007		Dallas	TX	75313-9007	
Jp Morgan Trust Company Na		Institutional Trust Services	4 New York Plaza	15th Fl	New York	NY	10004	
Jp Morgan Trust Company Na		Institutional Trust Services	601 Travis 11th Fl		Houston	TX	77002	
Jp Morgan Trust Company Na	Nan Packard Assistant Vice Pres	Institutional Trust Services	Mail Ste Mi1 8110	611 Woodward Ave	Detroit	MI	48226	
Jp Technical Services Inc		714 E Charles			Arlington Heights	IL	60004-4022	
Jpmorgan Chase	David Gerdis	611 Woodward Ave	Mail Code Mi1 8033		Detroit	MI	48226	
Jpmorgan Chase Bank		Institutional Trust Services	450 W 33rd 15th Fl		New York	NY	10001	
Jpmorgan Chase Bank		Institutional Trust Services	PO Box 2320		Dallas	TX	75221-2320	
Jpmorgan Chase Bank		Institutional Trust Services	PO Box 2323		Dallas	TX	75221-2320	
Jpmorgan Chase Bank Institutional Trust Services		450 W 33rd 15th Fl			New York	NY	10001	
Jpmorgan Chase Bank Institutional Trust Services		PO Box 2323			Dallas	TX	75221-2320	
Jpmorgan Chase Bank Its Fee Billing		PO Box 911953			Dallas	TX	75391-1953	
JPMorgan Chase Bank NA	Attn Stanley Lim	270 Park Ave 17th Fl			New York	NY	10017	
Jpmorgan Chase Bank Na	Cliff Tripiana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripiana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripiana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripiana	1111 Fannin 10th Fl			Houston	TX	77002	

Delphi Service List

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Cliff Tripana	1111 Fannin 10th Fl			Houston	TX	77002	
Jpmorgan Chase Bank Na	Credit Mgr Asset Securities Div	Ste Il1 1729 19th Fl	1 Bank One Plaza		Chicago	IL	60670-1729	
Jpmorgan Chase Bank Na	Escrow Agent	4 New York Plaza			New York	NY	10004	
Jpmorgan Chase Bank Na	Khuyen Ta	1111 Fannin 10th Fl			Houston	TX	77002	
JPMorgan Chase Bank NA	Stanley Lim	270 Park Ave 17th Fl			New York	NY	10017	
JPMorgan Chase Bank NA	Stanley Lim	270 Park Ave 17th Fl			New York	NY	10017	

Delphi Service List

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave			New York	NY	10017	
JPMorgan Chase Bank NA as Assignee of Brazeway Inc	Stanley Lim	270 Park Ave			New York	NY	10017	
JPMorgan Chase Bank, N.A.	Thomas F. Maher, Richard Duker, Gianni Russelllo	270 Park Avenue			New York	NY	10017	
JPMorgan Chase Bank, N.A.	Vilma Francis	270 Park Avenue			New York	NY	10017	
Jps Technologies Inc		11110 Deerfield Rd			Cincinnati	OH	45242-2085	
Jps Technologies Inc	Nancy Meyer	11110 Deerfield Rd			Cincinnati	OH	45242-2085	
Jr Achievement Of Gadsden		Etowah County	PO Box 348		Gadsden	AL	35902	

Delphi Service List

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Texas Comptroller of Public Accounts on Behalf of the State of Texas, Texas Municipalities, Texas Counties, Special Purpose D	Texas Comptroller of Public Accounts on Behalf of the State of Texas, Texas Municipalities, Texas Counties, Special Purpose D	PO Box 12019			Austin	TX	78711-2019	
Texas Comptroller Of Public Accounts Unclaimed Prop Divi		Public Accounts	PO Box 13528		Austin	TX	78711-9939	
Texas Controller Of		PO Box 13528			Austin	TX	78711-9939	
Texas Controller Of Public Accounts		PO Box 659791			San Antonio	TX	78265	
Texas Csd		Bureau Of Radiation Control	PO Box 12190	Chg Add Per Afc 08 06 04 Am	Austin	TX	78711-2190	
Texas Department Of Health		PO Box 12190			Austin	TX	78711-2190	
Texas Department Of Health Bureau Of Radiation Control		& Regulation	Box 12157 Capitol Station		Austin	TX	78711-2157	
Texas Department Of Licensing		Box 12157 Capitol Station			Austin	TX	78711-2157	
Texas Department Of Licensing and Regulation		PO Box 12190			Austin	TX	78711-2190	
Texas Dept Of State Health Services		PO Box 12190			Austin	TX	78711-2190	
Texas Dept Of State Health Services		Financial Service	301 Tarrow Teex	John B Connally Building	College Station	TX	77840-7896	
Texas Engineering Ext Service		301 Tarrow Teex	John B Connally Building		College Station	TX	77840-7896	
Texas Engineering Ext Service Financial Service		1611 N Raguet			Lufkin	TX	75901	
Texas Foundries Ltd		1611 N Raguet			Lufkin	TX	75901	
Texas Foundries Ltd		1611 N Raguet			Lufkin	TX	75901	
Texas Foundries Ltd	c o Stanley Lim	JPMorgan Chase Bank NA as Assignee of Texas Foundries Ltd	270 Park Ave 17th Fl		New York	NY	10017	
Texas Foundries Ltd Eft		1611 N Raguet			Lufkin	TX	75901	
Texas Foundries Ltd Eft		PO Box 3718			Lufkin	TX	75903-3718	
Texas Foundries Ltd Eft		PO Box 3718	1611 N Raguet		Lufkin	TX	75901	
Texas Gas Service Tx		PO Box 269042			Oklahoma City	OK	73126-9042	
Texas Gas Transmission Corporation Llc		3800 Frederica St			Owensboro	KY	42301	
Texas Gas Transmission Corporation Llc		3800 Frederica St			Owensboro	KY	42301	
Texas Hai Lp		905 E Los Ebanos Ste C			Brownsville	TX	78520	

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF BAR DATE FOR FILING PROOFS OF CLAIM

TO ALL CREDITORS OF THE DEBTORS, AND OTHER PARTIES-IN-INTEREST:

PLEASE TAKE NOTICE THAT:

In accordance with an order entered on April 12, 2006 by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") in the above-captioned chapter 11 cases (the "Bar Date Order"), **5:00 p.m. Eastern Time on July 31, 2006** (the "General Bar Date") has been established as the last date for each person or entity (including individuals, partnerships, corporations, limited liability companies, estates, trusts, unions, indenture trustees, the United States Trustee, and governmental units) (individually, a "Person" or "Entity," and collectively, "Persons" or "Entities") to file a proof of claim in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"). A list of all Debtors in these chapter 11 cases is attached hereto as Exhibit A.

On October 8, 2005, Delphi and certain of its U.S. subsidiaries filed voluntary petitions in the Bankruptcy Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). On October 14, 2005, three additional U.S. subsidiaries of Delphi filed voluntary petitions in the Bankruptcy Court for reorganization relief under the Bankruptcy Code. The term "Petition Date" shall mean the date on which each Debtor filed its chapter 11 bankruptcy petition as set forth on Exhibit A attached hereto. The General Bar Date and the procedures set forth below for filing proofs of claim apply to all claims against the Debtors that arose before the applicable Petition Date, except for those holders of the claims listed in Section 4 below which are specifically excluded from the General Bar Date filing requirement.

1. Who Must File A Proof Of Claim

You **MUST** file a proof of claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' bankruptcy estates if you have a claim against any of the Debtors that arose prior to the applicable Petition Date, and such claim is not one of the types of claim described in Section 4 below. Claims based on acts or omissions of the Debtors that occurred before the applicable Petition Date must be

filed on or prior to the General Bar Date, even if such claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before the applicable Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

2. What To File

The Debtors are enclosing a proof of claim form which you may use to file any claim you may have in these cases. If the Debtors scheduled you as a creditor in any of the Debtors' schedules of assets and liabilities (as amended from time to time, the "Schedules"), the form sets forth the amount of your claim as scheduled and whether the claim is scheduled as disputed, contingent, or unliquidated. Additional proof of claim forms may be obtained at <http://www.uscourts.gov/bkforms/index.html> or at <http://www.delphidocket.com>.

All proofs of claim must be signed by the claimant or, if the claimant is not an individual, by a claimant's authorized agent. All proofs of claim must be written in English and be denominated in United States currency. You should attach to your completed proof of claim any documents on which the claim is based (if voluminous, attach a summary) or an explanation as to why the documents are not available.

If any supporting documentation provided with any proof of claim contains confidential information, such documentation will be subject to examination only by the party asserting the claim, the Debtors, the Debtors' counsel and advisers, the United States Trustee, counsel and advisers to the official committee of unsecured creditors appointed in these chapter 11 cases, Kurtzman Carson Consultants, LLC, the claims and noticing agent in these chapter 11 cases, and any personnel of the United States Bankruptcy Court for the Southern District of New York in the performance of their official duties, and such entities have been ordered to maintain the confidentiality of all supporting documentation to any proof of claim and the information contained therein.

Any holder of a claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor and each holder of a claim must identify on its proof of claim the specific Debtor against which its claim is asserted and the case number of that Debtor's reorganization case. A list of the names of the Debtors and their reorganization case numbers is attached hereto as Exhibit A.

3. When And Where To File

Except as provided for herein, all proofs of claim must be filed so as to be received no later than **5:00 p.m. Eastern Time on July 31, 2006** at the following address:

If sent by mail:

United States Bankruptcy Court
Southern District of New York
Delphi Corporation Claims
Bowling Green Station
P.O. Box 5058
New York, New York 10274-5058

If sent by messenger or overnight courier:

United States Bankruptcy Court
Southern District of New York
Delphi Corporation Claims
One Bowling Green
Room 534
New York, New York 10004-1408

Proofs of claim will be deemed filed only when actually received at the addresses above on or before the General Bar Date. Proofs of claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

Governmental units must file proofs of claims in these chapter 11 cases on or prior to the General Bar Date.

4. Who Need Not File A Proof Of Claim

You do not need to file a proof of claim on or prior to the General Bar Date if you are:

- (a) Any Person or Entity (i) which agrees with the nature, classification, and amount of its Claim set forth in the Schedules and (ii) whose Claim against a Debtor is not listed as "disputed," "contingent," or "unliquidated" in the Schedules;
- (b) Any Person or Entity which has already properly filed a proof of claim against the correct Debtor;
- (c) Any Person or Entity which asserts a Claim allowable under sections 503(b) and 507(a)(1) of the Bankruptcy Code as an administrative expense of the Debtors' chapter 11 cases;
- (d) Any Person or Entity which asserts a Claim solely on the basis of future pension or other post-employment benefits, including, without limitation, retiree health care and life insurance; provided, however, that any such Person or Entity which wishes to assert a Claim against any of the Debtors based on anything other than

future pension or other post-employment benefits must file a proof of claim on or prior to the General Bar Date;¹

- (e) Any Debtor or any direct or indirect subsidiary of any of the Debtors in which the Debtors in the aggregate directly or indirectly own, control or hold with power to vote, 50 percent or more of the outstanding voting securities of such subsidiary;
- (f) Any Person or Entity whose Claim against a Debtor previously has been allowed by, or paid pursuant to, an order of the Bankruptcy Court;
- (g) Any holder of a Claim arising under or in respect of any of the following issuances of Delphi Corporation senior and junior subordinated unsecured debt (each, a "Noteholder"): (i) those certain senior unsecured securities bearing interest at 6.55% and maturing on June 15, 2006; (ii) those certain senior unsecured securities bearing interest at 6.50% and maturing on May 1, 2009; (iii) those certain senior unsecured securities bearing interest at 6.50% and maturing on August 15, 2013; (iv) those certain senior unsecured securities bearing interest at 7.125% and maturing on May 1, 2029; (v) those certain 8.25% junior subordinated notes due 2033; or (vi) those certain adjustable-rate junior subordinated notes due 2033 (collectively, the "Unsecured Securities"), other than the indenture trustees of the Unsecured Securities; provided, however, that any Noteholder who wishes to assert a Claim against the Debtors that is not based solely upon the outstanding prepetition principal and interest due on account of its ownership of such Unsecured Securities must file a proof of claim on or prior to the General Bar Date in respect of such Claim; and
- (h) Any holder of equity securities of, or other interests in, the Debtors solely with respect to such holder's ownership interest in or possession of such equity securities, or other interest; provided, however, that any such holder which wishes to assert a Claim against any of the Debtors that is not based solely upon its ownership of the Debtors' securities, including, but not limited to, Claims for damages or rescission based on the purchase or sale of such securities, must file a proof of claim on or prior to the General Bar Date in respect of such Claim.

This notice is being sent to many persons and entities which have had some relationship with or have done business with the Debtors but may not have an unpaid claim against the Debtors. The fact that you have received this Notice does not

¹ The bar date for the filing of Proofs of Claim on account of Claims arising from modification to or termination of future pension or other post-employment benefits will be determined pursuant to an order of the Bankruptcy Court approving such modification or termination.

necessarily mean that you have a claim or that the Debtors or the Bankruptcy Court believe that you have a claim against the Debtors.

5. Executory Contracts And Unexpired Leases

Any person or entity which has a claim arising from the rejection of an Executory Contract must file a proof of claim on account of such claim against the Debtors on or before the later of (a) the General Bar Date or (b) 30 calendar days after the effective date of such rejection or such other date as fixed by the Bankruptcy Court in an order authorizing such rejection.

6. Amended Schedule Bar Date

If the Debtors amend the Schedules on or after the date of this Notice (listed below) to reduce the undisputed, noncontingent, and liquidated amounts or to change the nature or classification of a claim against a Debtor reflected therein, the bar date for filing a proof of claim in respect of such amended schedule claim is the later of (a) the General Bar Date or (b) 30 calendar days after a claimant is served with notice that the Debtors have amended their Schedules.

7. Consequences Of Failure To File A Proof Of Claim By The General Bar Date

ANY HOLDER OF A CLAIM WHICH IS NOT EXCEPTED FROM THE REQUIREMENTS OF THIS NOTICE, AS SET FORTH IN SECTION 4 ABOVE, AND WHICH FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM, WILL BE BARRED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS AND THEIR CHAPTER 11 ESTATES, FROM VOTING ON ANY PLAN OF REORGANIZATION FILED IN THESE CASES, AND FROM PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CASES ON ACCOUNT OF SUCH CLAIM.

8. The Debtors' Schedules And Access Thereto

You may be listed as the holder of a claim against the Debtors in any of the Debtors' Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases.

To determine if and how you are listed on any of the Schedules, please refer to the descriptions set forth on the enclosed proof of claim forms regarding the nature, amount, and status of your claim(s).

As set forth above, if you agree with the nature, amount, and status of your claim as listed in any of the Debtors' Schedules, and if your claim is not described as "disputed," "contingent," or "unliquidated," you need not file a proof of claim. Otherwise, or if you decide to file a proof of claim, you must do so before the General Bar Date in accordance with the procedures set forth in this Notice.

Copies of any of the Debtors' Schedules are available for inspection online at <http://www.delphidocket.com> or on the Court's Internet Website at

<http://www.nysb.uscourts.gov>. A login and password to the Court's Public Access to Electronic Court Records ("PACER") are required to access this information on the Court's Internet Website and can be obtained through the PACER Service Center at <http://www.pacer.psc.uscourts.gov>. No login or password is required to access this information on the Debtors' Legal Information Website (<http://www.delphidocket.com>). Copies of any of the Schedules may also be examined between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday at the Office of the Clerk of the Bankruptcy Court, One Bowling Green, Room 511, New York, New York 10004-1408.

A holder of a possible claim against any of the Debtors should consult an attorney regarding any matters not covered by this Notice, such as whether the holder should file a proof of claim.

Dated: New York, New York
April 12, 2006

BY ORDER OF THE COURT

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606

- and -

Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

For additional information:

Delphi Restructuring Information Hotline:
Toll Free: (866) 688-8740
International: (248) 813-2602

Delphi Legal Information Website:
<http://www.delphidocket.com>

EXHIBIT A

	Entity	Tax / Federal ID Number	Case Number	Address	Date Of Petition Filing
1.	Delphi NY Holding Corporation	20-3383408	05-44480	5725 Delphi Drive Troy, MI 48098	October 8, 2005
2.	Delphi Corporation	38-3430473	05-44481	5725 Delphi Drive Troy, MI 48098	October 8, 2005
3.	ASEC Manufacturing General Partnership	73-1474201	05-44482	1301 Main Parkway Catoosa, OK 74015	October 8, 2005
4.	ASEC Sales General Partnership	73-1474151	05-44484	1301 Main Parkway Catoosa, OK 74015	October 8, 2005
5.	Environmental Catalysts, LLC		05-44503	5725 Delphi Drive Troy, MI 48098	October 8, 2005
6.	Delphi Medical Systems Colorado Corporation	84-1524184	05-44507	4300 Road 18 Longmont, CO 80504	October 8, 2005
7.	Delphi Medical Systems Texas Corporation	20-2885110	05-44511	5725 Delphi Drive Troy, MI 48098	October 8, 2005
8.	Delphi Medical Systems Corporation	32-0052827	05-44529	5725 Delphi Drive Troy, MI 48098	October 8, 2005
9.	Specialty Electronics International Ltd.	66-0522490	05-44536	69A Kronprindsens Gade (Third Floor) P.O. Box 1858 St. Thomas, VI	October 8, 2005
10.	Specialty Electronics, Inc.	57-0755068	05-44539	19200 Asheville Highway P.O. Box 519 Landrum, SC 29356	October 8, 2005
11.	Delphi Liquidation Holding Company	95-4359324	05-44542	5725 Delphi Drive Troy, MI 48098	October 8, 2005
12.	Delphi Electronics (Holding) LLC	95-4554161	05-44547	One Corporate Center Kokomo, IN 46904	October 8, 2005
13.	Delphi Technologies, Inc.	38-3430681	05-44554	5725 Delphi Drive Troy, MI 48098	October 8, 2005
14.	Delphi Automotive Systems Tennessee, Inc.	38-3319836	05-44558	5725 Delphi Drive Troy, MI 48098	October 8, 2005
15.	Delphi Mechatronic Systems, Inc.	38-3589834	05-44567	5725 Delphi Drive Troy, MI 48098	October 8, 2005
16.	Delphi Automotive Systems Risk Management Corp.	38-3575299	05-44570	5725 Delphi Drive Troy, MI 48098	October 8, 2005
17.	Exhaust Systems Corporation	38-3211473	05-44573	4800 S. Saginaw Street Flint, MI 48501	October 8, 2005
18.	Delphi China LLC	38-3196159	05-44577	5725 Delphi Drive Troy, MI 48098	October 8, 2005
19.	Delphi Automotive Systems Korea, Inc.	38-2849490	05-44580	5725 Delphi Drive Troy, MI 48098	October 8, 2005
20.	Delphi International Services, Inc.	38-3439894	05-44583	5725 Delphi Drive Troy, MI 48098	October 8, 2005

	Entity	Tax / Federal ID Number	Case Number	Address	Date Of Petition Filing
21.	Delphi Automotive Systems Thailand, Inc.	38-3379709	05-44586	5725 Delphi Drive Troy, MI 48098	October 8, 2005
22.	Delphi Automotive Systems International, Inc.	38-3280289	05-44589	5725 Delphi Drive Troy, MI 48098	October 8, 2005
23.	Delphi International Holdings Corp.	38-3449527	05-44591	5725 Delphi Drive Troy, MI 48098	October 8, 2005
24.	Delphi Automotive Systems Overseas Corporation	38-3318021	05-44593	5725 Delphi Drive Troy, MI 48098	October 8, 2005
25.	Delphi Automotive Systems (Holding), Inc.	38-3422378	05-44596	5725 Delphi Drive Troy, MI 48098	October 8, 2005
26.	Delco Electronics Overseas Corporation	38-2638990	05-44610	5725 Delphi Drive Troy, MI 48098	October 8, 2005
27.	Delphi Diesel Systems Corp.	38-3505001	05-44612	5725 Delphi Drive Troy, MI 48098	October 8, 2005
28.	Delphi LLC	37-1438255	05-44615	5725 Delphi Drive Troy, MI 48098	October 8, 2005
29.	Aspire, Inc.	36-4392806	05-44618	U.S. Route 1 Morrisville, PA 19067	October 8, 2005
30.	Delphi Integrated Service Solutions, Inc.	38-3473261	05-44623	1322 Rankin Street Troy, MI 48083	October 8, 2005
31.	Delphi Connection Systems	95-2563022	05-44624	17150 Von Karman Avenue Irvine, CA 92614	October 8, 2005
32.	Packard Hughes Interconnect Company	33-0595219	05-44626	17150 Von Karman Avenue Irvine, CA 92614	October 8, 2005
33.	DREAL, Inc.	38-3457411	05-44627	5725 Delphi Drive Troy, MI 48098	October 8, 2005
34.	Delphi Automotive Systems Services LLC	38-3568834	05-44632	5725 Delphi Drive Troy, MI 48098	October 8, 2005
35.	Delphi Services Holding Corporation	20-0577653	05-44633	5725 Delphi Drive Troy, MI 48098	October 8, 2005
36.	Delphi Automotive Systems Global (Holding), Inc.	38-3547659	05-44636	5725 Delphi Drive Troy, MI 48098	October 8, 2005
37.	Delphi Foreign Sales Corporation	66-0564421	05-44638	Chase Trade, Inc. Post Office Box 309420 55-11 Conacao Gade Charlotte Amalie St. Thomas, VI 00803-9420	October 8, 2005
38.	Delphi Automotive Systems Human Resources LLC	38-3547664	05-44639	5725 Delphi Drive Troy, MI 48098	October 8, 2005
39.	Delphi Automotive Systems LLC	38-3431131	05-44640	5725 Delphi Drive Troy, MI 48098	October 8, 2005
40.	Delphi Furukawa Wiring Systems LLC	20-2478586	05-47452	5725 Delphi Drive Troy, MI 48098	October 14, 2005

	Entity	Tax / Federal ID Number	Case Number	Address	Date Of Petition Filing
41.	Delphi Receivables LLC	61-1446224	05-47459	5725 Delphi Drive Troy, MI 48098	October 14, 2005
42.	MobileAria, Inc.	31-1695929	05-47474	800 West El Camino Real Suite 240 Mountain View, CA 94040	October 14, 2005

EXHIBIT C

FORM B10 (Official Form 10) (04/05)

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor		Case Number
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property):	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent:		
Telephone number:		
Account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. Basis for Claim <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Goods Sold / Services Performed <input type="checkbox"/> Customer Claim <input type="checkbox"/> Taxes <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: center;">(date) (date)</div> </div> </div>		
2. Date debt was incurred:	3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: \$ _____ (unsecured) _____ (secured) _____ (priority) _____ (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.</small>	
6. Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		
Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

— DEFINITIONS —

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in the last four digits of your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment.

4. Total Amount of Claim at Time Case Filed:

Fill in the applicable amounts, including the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Nonpriority Claim:

Check the appropriate place if you have an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim". (See DEFINITIONS, above.) If your claim is partly secured and partly unsecured, state here the amount that is unsecured. If part of your claim is entitled to priority, state here the amount **not** entitled to priority.

7. Unsecured Priority Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

8. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

9. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

Exhibit B

CLEARY GOTTlieb STEEN & HAMILTON LLP
Attorneys for Bear, Stearns & Co. Inc.,
Citigroup Inc., Credit Suisse First Boston,
Deutsche Bank Securities, Inc.,
Goldman Sachs Group, Inc., JPMorgan Chase & Co.,
Lehman Brothers Inc., Merrill Lynch & Co.,
Morgan Stanley & Co., Inc., and UBS Securities LLC
One Liberty Plaza
New York, New York 10006
(212) 225-2000
James L. Bromley (JB 5125)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
-----	X	

**NOTICE OF APPEARANCE AND
DEMAND FOR SERVICE OF PAPERS**

PLEASE TAKE NOTICE that Cleary Gottlieb Steen & Hamilton LLP hereby
appears in the above-captioned case pursuant to Rule 9010(b) of the Federal Rules of Bankruptcy
Procedure (the “Bankruptcy Rules”) as counsel to Bear, Stearns & Co. Inc., Citigroup Inc.,
Credit Suisse First Boston, Deutsche Bank Securities, Inc., Goldman Sachs Group, Inc.,
JPMorgan Chase & Co., Lehman Brothers Inc., Merrill Lynch & Co., Morgan Stanley & Co.,
Inc., and UBS Securities LLC, creditors and parties-in-interest in the above-captioned case, and
demands, pursuant to Bankruptcy Rules 2002, 9007, and 9010 and sections 102(1), 342, and
1109(b) of chapter 11, title 11 of the United States Code (the “Bankruptcy Code”), that all
notices or papers served or required to be served in this case or related adversarial proceedings
be served upon the undersigned at the following office address, telephone numbers and e-mail
address:



James L. Bromley
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
Tel. No.: (212) 225-2000
Fax No.: (212) 225-3999
Internet E-Mail Address: maofiling@cgsh.com

PLEASE TAKE FURTHER NOTICE that, pursuant to section 1109(b) of the Bankruptcy Code, the foregoing demand includes not only the notices and papers referred to in the Bankruptcy Rules specified above, but also includes, without limitation, orders and notices of any application, motion, petition, pleading, request, complaint or demand, whether formal or informal, whether written or oral, and whether transmitted or conveyed by mail, delivery, telephone telegraph, telex, facsimile transmission, e-mail or otherwise, which affect the above-captioned debtor or property of such debtor.

PLEASE TAKE FURTHER NOTICE that, this Notice of Appearance and Request for Service of Papers shall not be deemed to be a waiver of any rights of the above-named parties-in-interest, including without limitation, any rights, claims, actions, setoffs, or recoupments to which the above-named parties-in-interest are or may be entitled in law or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments the above-named parties-in-interest expressly reserve.

Dated: New York, New York
November 10, 2005

CLEARY GOTTlieb STEEN & HAMILTON LLP

By: /s/ James L. Bromley
James L. Bromley (JB 5125)
One Liberty Plaza
New York, New York 10006
(212) 225-2000

Attorneys for Bear, Stearns & Co. Inc.,
Citigroup Inc.,
Credit Suisse First Boston,
Deutsche Bank Securities, Inc.,
Goldman Sachs Group, Inc.,
JP Morgan Chase & Co.,
Lehman Brothers Inc.,
Merrill Lynch & Co.,
Morgan Stanley & Co., Inc.,
and UBS Securities LLC

Exhibit C

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On or before April 20, 2006, I caused to be served the documents listed below upon the parties listed on Exhibit A hereto via postage pre-paid U.S. mail:

- 1) Notice of Bar Date for Filing Proofs of Claim [a copy of which is attached hereto as Exhibit B]
- 2) Proof of Claim form [a copy of which is attached hereto as Exhibit C]

Dated: April 28, 2006

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 28th day of April, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : /s/ Amy Lee Huh

Commission Expires: 3/15/09

EXHIBIT A

Delphi Service List

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Cleary Gottlieb Steen & Hamilton LLP	Deborah M. Buell	One Liberty Plaza			New York	NY	10006	
Cleary Gottlieb Steen & Hamilton Lip	James L Bromley	One Liberty Plaza			New York	NY	10006	
Cleary Gottlieb Steen and Hamilton		1 Liberty Plaza			New York	NY	10006	
Cleary J W		1511 Northwest Blvd			Columbus	OH	43212-2536	
Cleary J W Co		PO Box 12268			Columbus	OH	43212	
Cleary J W Co Eft		PO Box 12268			Columbus	OH	43212	
Cleary Jerry		PO Box 61			Coaling	AL	35449	
Cleary John		Tri State 390 Owner Operator	2305c Jeff Davis Hwy 611		Fredricksburg	VA	22401	
Cleary John Tri State 390 Owner operator		2305c Jeff Davis Hwy 611			Fredricksburg	VA	22401	
Cleary Rachel		80 Outwater Dr			Lockport	NY	14094	
Cleary Rachel		80 Outwater Dr			Lockport	NY	14094	
Cleary T		7825 Elyria Rd			Medina	OH	44256	
Cleary Timothy		7825 Elyria Rd			Medina	OH	44256	
Cleary Timothy		7825 Elyria Rd			Medina	OH	44256	
Cleary University		3601 Plymouth Rd			Ann Arbor	MI	48105	
Cleary University		Fmly Cleary College	3601 Plymouth Rd		Ann Arbor	MI	48105	
Cleary, Gottlieb, Steen & Hamilton LLP	James L. Bromley	One Liberty Plaza			New York	NY	10006	
Cleason L Scott		581 W 7th St			Salem	OH	44460-2123	
Cleatis L Todd		Co Phyllis Spivey	18035 Golden Leaf Ln		Riverside	CA	92504	
Cleatus B Lunsford		5654 Stage Coach Rd			Rex	GA	30273-1315	
Cleatus W Marshall		10155 W Kiehnau Ave			Milwaukee	WI	53224-5232	
Cleave Latchison		1604 W Mott Ave			Flint	MI	48504-7024	
Cleaver L Vaughn Jr		2518 Milbourne			Flint	MI	48504-2840	
Cleaver Larry L		4200 W County Rd 1000 N			Muncie	IN	47303-9601	
Cleaver William		36003 Whitcomb St			Livonia	MI	48154	
Cleavon Lark		1713 Dewey St			Anderson	IN	46016-3128	
Clebert Bosset Jr		5753 Portsmouth Ave			Newark	CA	94560-1342	
Cleborn Lambert		200 Mimosa St Apt 10 C			Booneville	MS	38829-2933	

Delphi Service List

<i>CreditorName</i>	<i>CreditorNoticeName</i>	<i>Address1</i>	<i>Address2</i>	<i>Address3</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Country</i>
James L Beason and Kea M Blalock Jt		141 Southwind Circle			St Augustine	FL	32080-5354	
James L Beason and Kea M Blalock Jt Ten		141 Southwind Circle			St Augustine	FL	32080-5354	
James L Beckner		4 Athlone Dr			Caseyville	IL	62232-2008	
James L Behrendt		Box 270a Rd 2			Brookville	PA	15825	
James L Benedict		2421 Ashland St			Clio	MI	48420-1459	
James L Bennett Jr		1120 Brandon Rd			Virginia Beach	VA	23451-3856	
James L Bertenshaw		685 31st St			Richmond	CA	94804-1567	
James L Betner		5990 N Co Rd 550e			Pittsboro	IN	46167	
James L Bischoff and Doris E		Bischoff Jt Ten	10743 Countryside Dr		Grand Ledge	MI	48837-9146	
James L Blackwell		23423 North 39th Ln			Glendale	AZ	85310-5521	
James L Blewett and		Margaret L Blewett Jt Ten	7075 Fairgrove		Swartz Creek	MI	48473-9408	
James L Bocox		Dbx Jmek Engineering	20331 Lake Forest Dr C 7		Lake Forest	CA	92630	
James L Boettcher and Joyce		Ann Boettcher Jt Ten	39345 Elmite		Mt Clemens	MI	48045-2046	
James L Boger		2361 Linda Dr Nw			Warren	OH	44485	
James L Boles		1511 Wagon Wheel Ln			Grand Blanc	MI	48439-4848	
James L Borkowski		3111 Arrow Ln			Parma	OH	44134-5607	
James L Boss		State St			Dalton	NY	14836	
James L Brackett and Leona L		Brackett Jt Ten	Box 260		New Harbor	ME	04554-0260	
James L Branch and	Bonnie Branch Tr	James L and Bonnie Branch Trust	Ua 030989	2010 Sawmill Trust	Batesville	IN	47006-9328	
James L Breitbach		3980 Preserve Way			Estero	FL	33928-3302	
James L Briggs		3550 W Mt Hope			Grand Ledge	MI	48837	
James L Bromley		1250 Dive Rd			Bedford	IN	47421-1518	
James L Brown		10913 East Railroad			Clayton	MI	49235	
James L Brown		111 Gibson Ave			Grimsby	ON	L3M 1G8	Canada
James L Brown		1605 Beresford Rd			North Little Rock	AR	72116	
James L Brown		3540 Hatfield Dr			Waterford	MI	48329-1733	
James L Brown	David A Hodges	C o Attorney At Law	Centre Pl Building	212 Ctr St Fifth Fl	Little Rock	AR	72201	
James L Brown Jr		4275 Eastport Rd			Bridgeport	MI	48722-9607	

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF BAR DATE FOR FILING PROOFS OF CLAIM

TO ALL CREDITORS OF THE DEBTORS, AND OTHER PARTIES-IN-INTEREST:

PLEASE TAKE NOTICE THAT:

In accordance with an order entered on April 12, 2006 by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") in the above-captioned chapter 11 cases (the "Bar Date Order"), **5:00 p.m. Eastern Time on July 31, 2006** (the "General Bar Date") has been established as the last date for each person or entity (including individuals, partnerships, corporations, limited liability companies, estates, trusts, unions, indenture trustees, the United States Trustee, and governmental units) (individually, a "Person" or "Entity," and collectively, "Persons" or "Entities") to file a proof of claim in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"). A list of all Debtors in these chapter 11 cases is attached hereto as Exhibit A.

On October 8, 2005, Delphi and certain of its U.S. subsidiaries filed voluntary petitions in the Bankruptcy Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). On October 14, 2005, three additional U.S. subsidiaries of Delphi filed voluntary petitions in the Bankruptcy Court for reorganization relief under the Bankruptcy Code. The term "Petition Date" shall mean the date on which each Debtor filed its chapter 11 bankruptcy petition as set forth on Exhibit A attached hereto. The General Bar Date and the procedures set forth below for filing proofs of claim apply to all claims against the Debtors that arose before the applicable Petition Date, except for those holders of the claims listed in Section 4 below which are specifically excluded from the General Bar Date filing requirement.

1. Who Must File A Proof Of Claim

You **MUST** file a proof of claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' bankruptcy estates if you have a claim against any of the Debtors that arose prior to the applicable Petition Date, and such claim is not one of the types of claim described in Section 4 below. Claims based on acts or omissions of the Debtors that occurred before the applicable Petition Date must be

filed on or prior to the General Bar Date, even if such claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before the applicable Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

2. What To File

The Debtors are enclosing a proof of claim form which you may use to file any claim you may have in these cases. If the Debtors scheduled you as a creditor in any of the Debtors' schedules of assets and liabilities (as amended from time to time, the "Schedules"), the form sets forth the amount of your claim as scheduled and whether the claim is scheduled as disputed, contingent, or unliquidated. Additional proof of claim forms may be obtained at <http://www.uscourts.gov/bkforms/index.html> or at <http://www.delphidocket.com>.

All proofs of claim must be signed by the claimant or, if the claimant is not an individual, by a claimant's authorized agent. All proofs of claim must be written in English and be denominated in United States currency. You should attach to your completed proof of claim any documents on which the claim is based (if voluminous, attach a summary) or an explanation as to why the documents are not available.

If any supporting documentation provided with any proof of claim contains confidential information, such documentation will be subject to examination only by the party asserting the claim, the Debtors, the Debtors' counsel and advisers, the United States Trustee, counsel and advisers to the official committee of unsecured creditors appointed in these chapter 11 cases, Kurtzman Carson Consultants, LLC, the claims and noticing agent in these chapter 11 cases, and any personnel of the United States Bankruptcy Court for the Southern District of New York in the performance of their official duties, and such entities have been ordered to maintain the confidentiality of all supporting documentation to any proof of claim and the information contained therein.

Any holder of a claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor and each holder of a claim must identify on its proof of claim the specific Debtor against which its claim is asserted and the case number of that Debtor's reorganization case. A list of the names of the Debtors and their reorganization case numbers is attached hereto as Exhibit A.

3. When And Where To File

Except as provided for herein, all proofs of claim must be filed so as to be received no later than **5:00 p.m. Eastern Time on July 31, 2006** at the following address:

If sent by mail:

United States Bankruptcy Court
Southern District of New York
Delphi Corporation Claims
Bowling Green Station
P.O. Box 5058
New York, New York 10274-5058

If sent by messenger or overnight courier:

United States Bankruptcy Court
Southern District of New York
Delphi Corporation Claims
One Bowling Green
Room 534
New York, New York 10004-1408

Proofs of claim will be deemed filed only when actually received at the addresses above on or before the General Bar Date. Proofs of claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

Governmental units must file proofs of claims in these chapter 11 cases on or prior to the General Bar Date.

4. Who Need Not File A Proof Of Claim

You do not need to file a proof of claim on or prior to the General Bar Date if you are:

- (a) Any Person or Entity (i) which agrees with the nature, classification, and amount of its Claim set forth in the Schedules and (ii) whose Claim against a Debtor is not listed as "disputed," "contingent," or "unliquidated" in the Schedules;
- (b) Any Person or Entity which has already properly filed a proof of claim against the correct Debtor;
- (c) Any Person or Entity which asserts a Claim allowable under sections 503(b) and 507(a)(1) of the Bankruptcy Code as an administrative expense of the Debtors' chapter 11 cases;
- (d) Any Person or Entity which asserts a Claim solely on the basis of future pension or other post-employment benefits, including, without limitation, retiree health care and life insurance; provided, however, that any such Person or Entity which wishes to assert a Claim against any of the Debtors based on anything other than

future pension or other post-employment benefits must file a proof of claim on or prior to the General Bar Date;¹

- (e) Any Debtor or any direct or indirect subsidiary of any of the Debtors in which the Debtors in the aggregate directly or indirectly own, control or hold with power to vote, 50 percent or more of the outstanding voting securities of such subsidiary;
- (f) Any Person or Entity whose Claim against a Debtor previously has been allowed by, or paid pursuant to, an order of the Bankruptcy Court;
- (g) Any holder of a Claim arising under or in respect of any of the following issuances of Delphi Corporation senior and junior subordinated unsecured debt (each, a "Noteholder"): (i) those certain senior unsecured securities bearing interest at 6.55% and maturing on June 15, 2006; (ii) those certain senior unsecured securities bearing interest at 6.50% and maturing on May 1, 2009; (iii) those certain senior unsecured securities bearing interest at 6.50% and maturing on August 15, 2013; (iv) those certain senior unsecured securities bearing interest at 7.125% and maturing on May 1, 2029; (v) those certain 8.25% junior subordinated notes due 2033; or (vi) those certain adjustable-rate junior subordinated notes due 2033 (collectively, the "Unsecured Securities"), other than the indenture trustees of the Unsecured Securities; provided, however, that any Noteholder who wishes to assert a Claim against the Debtors that is not based solely upon the outstanding prepetition principal and interest due on account of its ownership of such Unsecured Securities must file a proof of claim on or prior to the General Bar Date in respect of such Claim; and
- (h) Any holder of equity securities of, or other interests in, the Debtors solely with respect to such holder's ownership interest in or possession of such equity securities, or other interest; provided, however, that any such holder which wishes to assert a Claim against any of the Debtors that is not based solely upon its ownership of the Debtors' securities, including, but not limited to, Claims for damages or rescission based on the purchase or sale of such securities, must file a proof of claim on or prior to the General Bar Date in respect of such Claim.

This notice is being sent to many persons and entities which have had some relationship with or have done business with the Debtors but may not have an unpaid claim against the Debtors. The fact that you have received this Notice does not

¹ The bar date for the filing of Proofs of Claim on account of Claims arising from modification to or termination of future pension or other post-employment benefits will be determined pursuant to an order of the Bankruptcy Court approving such modification or termination.

necessarily mean that you have a claim or that the Debtors or the Bankruptcy Court believe that you have a claim against the Debtors.

5. Executory Contracts And Unexpired Leases

Any person or entity which has a claim arising from the rejection of an Executory Contract must file a proof of claim on account of such claim against the Debtors on or before the later of (a) the General Bar Date or (b) 30 calendar days after the effective date of such rejection or such other date as fixed by the Bankruptcy Court in an order authorizing such rejection.

6. Amended Schedule Bar Date

If the Debtors amend the Schedules on or after the date of this Notice (listed below) to reduce the undisputed, noncontingent, and liquidated amounts or to change the nature or classification of a claim against a Debtor reflected therein, the bar date for filing a proof of claim in respect of such amended schedule claim is the later of (a) the General Bar Date or (b) 30 calendar days after a claimant is served with notice that the Debtors have amended their Schedules.

7. Consequences Of Failure To File A Proof Of Claim By The General Bar Date

ANY HOLDER OF A CLAIM WHICH IS NOT EXCEPTED FROM THE REQUIREMENTS OF THIS NOTICE, AS SET FORTH IN SECTION 4 ABOVE, AND WHICH FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM, WILL BE BARRED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS AND THEIR CHAPTER 11 ESTATES, FROM VOTING ON ANY PLAN OF REORGANIZATION FILED IN THESE CASES, AND FROM PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CASES ON ACCOUNT OF SUCH CLAIM.

8. The Debtors' Schedules And Access Thereto

You may be listed as the holder of a claim against the Debtors in any of the Debtors' Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases.

To determine if and how you are listed on any of the Schedules, please refer to the descriptions set forth on the enclosed proof of claim forms regarding the nature, amount, and status of your claim(s).

As set forth above, if you agree with the nature, amount, and status of your claim as listed in any of the Debtors' Schedules, and if your claim is not described as "disputed," "contingent," or "unliquidated," you need not file a proof of claim. Otherwise, or if you decide to file a proof of claim, you must do so before the General Bar Date in accordance with the procedures set forth in this Notice.

Copies of any of the Debtors' Schedules are available for inspection online at <http://www.delphidocket.com> or on the Court's Internet Website at

<http://www.nysb.uscourts.gov>. A login and password to the Court's Public Access to Electronic Court Records ("PACER") are required to access this information on the Court's Internet Website and can be obtained through the PACER Service Center at <http://www.pacer.psc.uscourts.gov>. No login or password is required to access this information on the Debtors' Legal Information Website (<http://www.delphidocket.com>). Copies of any of the Schedules may also be examined between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday at the Office of the Clerk of the Bankruptcy Court, One Bowling Green, Room 511, New York, New York 10004-1408.

A holder of a possible claim against any of the Debtors should consult an attorney regarding any matters not covered by this Notice, such as whether the holder should file a proof of claim.

Dated: New York, New York
April 12, 2006

BY ORDER OF THE COURT

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606

- and -

Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

For additional information:

Delphi Restructuring Information Hotline:
Toll Free: (866) 688-8740
International: (248) 813-2602

Delphi Legal Information Website:
<http://www.delphidocket.com>

EXHIBIT A

	Entity	Tax / Federal ID Number	Case Number	Address	Date Of Petition Filing
1.	Delphi NY Holding Corporation	20-3383408	05-44480	5725 Delphi Drive Troy, MI 48098	October 8, 2005
2.	Delphi Corporation	38-3430473	05-44481	5725 Delphi Drive Troy, MI 48098	October 8, 2005
3.	ASEC Manufacturing General Partnership	73-1474201	05-44482	1301 Main Parkway Catoosa, OK 74015	October 8, 2005
4.	ASEC Sales General Partnership	73-1474151	05-44484	1301 Main Parkway Catoosa, OK 74015	October 8, 2005
5.	Environmental Catalysts, LLC		05-44503	5725 Delphi Drive Troy, MI 48098	October 8, 2005
6.	Delphi Medical Systems Colorado Corporation	84-1524184	05-44507	4300 Road 18 Longmont, CO 80504	October 8, 2005
7.	Delphi Medical Systems Texas Corporation	20-2885110	05-44511	5725 Delphi Drive Troy, MI 48098	October 8, 2005
8.	Delphi Medical Systems Corporation	32-0052827	05-44529	5725 Delphi Drive Troy, MI 48098	October 8, 2005
9.	Specialty Electronics International Ltd.	66-0522490	05-44536	69A Kronprindsens Gade (Third Floor) P.O. Box 1858 St. Thomas, VI	October 8, 2005
10.	Specialty Electronics, Inc.	57-0755068	05-44539	19200 Asheville Highway P.O. Box 519 Landrum, SC 29356	October 8, 2005
11.	Delphi Liquidation Holding Company	95-4359324	05-44542	5725 Delphi Drive Troy, MI 48098	October 8, 2005
12.	Delphi Electronics (Holding) LLC	95-4554161	05-44547	One Corporate Center Kokomo, IN 46904	October 8, 2005
13.	Delphi Technologies, Inc.	38-3430681	05-44554	5725 Delphi Drive Troy, MI 48098	October 8, 2005
14.	Delphi Automotive Systems Tennessee, Inc.	38-3319836	05-44558	5725 Delphi Drive Troy, MI 48098	October 8, 2005
15.	Delphi Mechatronic Systems, Inc.	38-3589834	05-44567	5725 Delphi Drive Troy, MI 48098	October 8, 2005
16.	Delphi Automotive Systems Risk Management Corp.	38-3575299	05-44570	5725 Delphi Drive Troy, MI 48098	October 8, 2005
17.	Exhaust Systems Corporation	38-3211473	05-44573	4800 S. Saginaw Street Flint, MI 48501	October 8, 2005
18.	Delphi China LLC	38-3196159	05-44577	5725 Delphi Drive Troy, MI 48098	October 8, 2005
19.	Delphi Automotive Systems Korea, Inc.	38-2849490	05-44580	5725 Delphi Drive Troy, MI 48098	October 8, 2005
20.	Delphi International Services, Inc.	38-3439894	05-44583	5725 Delphi Drive Troy, MI 48098	October 8, 2005

	Entity	Tax / Federal ID Number	Case Number	Address	Date Of Petition Filing
21.	Delphi Automotive Systems Thailand, Inc.	38-3379709	05-44586	5725 Delphi Drive Troy, MI 48098	October 8, 2005
22.	Delphi Automotive Systems International, Inc.	38-3280289	05-44589	5725 Delphi Drive Troy, MI 48098	October 8, 2005
23.	Delphi International Holdings Corp.	38-3449527	05-44591	5725 Delphi Drive Troy, MI 48098	October 8, 2005
24.	Delphi Automotive Systems Overseas Corporation	38-3318021	05-44593	5725 Delphi Drive Troy, MI 48098	October 8, 2005
25.	Delphi Automotive Systems (Holding), Inc.	38-3422378	05-44596	5725 Delphi Drive Troy, MI 48098	October 8, 2005
26.	Delco Electronics Overseas Corporation	38-2638990	05-44610	5725 Delphi Drive Troy, MI 48098	October 8, 2005
27.	Delphi Diesel Systems Corp.	38-3505001	05-44612	5725 Delphi Drive Troy, MI 48098	October 8, 2005
28.	Delphi LLC	37-1438255	05-44615	5725 Delphi Drive Troy, MI 48098	October 8, 2005
29.	Aspire, Inc.	36-4392806	05-44618	U.S. Route 1 Morrisville, PA 19067	October 8, 2005
30.	Delphi Integrated Service Solutions, Inc.	38-3473261	05-44623	1322 Rankin Street Troy, MI 48083	October 8, 2005
31.	Delphi Connection Systems	95-2563022	05-44624	17150 Von Karman Avenue Irvine, CA 92614	October 8, 2005
32.	Packard Hughes Interconnect Company	33-0595219	05-44626	17150 Von Karman Avenue Irvine, CA 92614	October 8, 2005
33.	DREAL, Inc.	38-3457411	05-44627	5725 Delphi Drive Troy, MI 48098	October 8, 2005
34.	Delphi Automotive Systems Services LLC	38-3568834	05-44632	5725 Delphi Drive Troy, MI 48098	October 8, 2005
35.	Delphi Services Holding Corporation	20-0577653	05-44633	5725 Delphi Drive Troy, MI 48098	October 8, 2005
36.	Delphi Automotive Systems Global (Holding), Inc.	38-3547659	05-44636	5725 Delphi Drive Troy, MI 48098	October 8, 2005
37.	Delphi Foreign Sales Corporation	66-0564421	05-44638	Chase Trade, Inc. Post Office Box 309420 55-11 Conacao Gade Charlotte Amalie St. Thomas, VI 00803-9420	October 8, 2005
38.	Delphi Automotive Systems Human Resources LLC	38-3547664	05-44639	5725 Delphi Drive Troy, MI 48098	October 8, 2005
39.	Delphi Automotive Systems LLC	38-3431131	05-44640	5725 Delphi Drive Troy, MI 48098	October 8, 2005
40.	Delphi Furukawa Wiring Systems LLC	20-2478586	05-47452	5725 Delphi Drive Troy, MI 48098	October 14, 2005

	Entity	Tax / Federal ID Number	Case Number	Address	Date Of Petition Filing
41.	Delphi Receivables LLC	61-1446224	05-47459	5725 Delphi Drive Troy, MI 48098	October 14, 2005
42.	MobileAria, Inc.	31-1695929	05-47474	800 West El Camino Real Suite 240 Mountain View, CA 94040	October 14, 2005

EXHIBIT C

FORM B10 (Official Form 10) (04/05)

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor		Case Number
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property):		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent:		
Telephone number:		
Account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____
1. Basis for Claim <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Goods Sold / Services Performed <input type="checkbox"/> Customer Claim <input type="checkbox"/> Taxes <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other _____ </div> <div style="width: 45%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: center;">(date) (date)</div> </div> </div>		
2. Date debt was incurred:		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ _____ <div style="text-align: center;">(unsecured) (secured) (priority) (Total)</div> <p style="font-size: small;">If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.</p> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges <u>at time case filed</u> included in secured claim, if any: \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <p style="font-size: x-small;">*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.</p>
6. Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: <i>Attach copies of supporting documents</i> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		
Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

— DEFINITIONS —

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in the last four digits of your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment.

4. Total Amount of Claim at Time Case Filed:

Fill in the applicable amounts, including the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Nonpriority Claim:

Check the appropriate place if you have an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim". (See DEFINITIONS, above.) If your claim is partly secured and partly unsecured, state here the amount that is unsecured. If part of your claim is entitled to priority, state here the amount **not** entitled to priority.

7. Unsecured Priority Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

8. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

9. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

Exhibit D

Docket #20795 Date Filed: 11/15/2010

Hearing Date and Time: December 16, 2010 at 10:00 a.m. (prevailing Eastern time)
Response Date and Time: December 9, 2010 at 4:00 p.m. (prevailing Eastern time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
155 North Wacker Drive
Chicago, Illinois 60606
John Wm. Butler, Jr.
John K. Lyons
Albert L. Hogan, III
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

DPH Holdings Corp. Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Attorneys for DPH Holdings Corp., et al.,
Reorganized Debtors

-----X	:	
	:	
In re	:	Chapter 11
	:	
DPH HOLDINGS CORP., <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Reorganized Debtors.	:	(Jointly Administered)
	:	
-----X	:	

REORGANIZED DEBTORS' MOTION FOR ORDER ENFORCING MODIFIED PLAN AND
PLAN MODIFICATION ORDER INJUNCTIONS AGAINST INDENTURE TRUSTEE WITH
RESPECT TO CERTAIN 1994 BONDS ISSUED BY THE COUNTY OF TRUMBULL, OHIO

("SECOND INDENTURE TRUSTEE PLAN INJUNCTION MOTION")



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DPH Holdings Corp. ("DPH Holdings") and certain of its affiliated reorganized debtors in the above-captioned cases (collectively, the "Reorganized Debtors"), successors to Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, former debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this motion for an order enforcing against the indenture trustee with respect to certain bonds issued by the County of Trumbull, Ohio in 1994 (the "Indenture Trustee"), the injunctions set forth in the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified) (the "Modified Plan") (Docket No. 18707 Ex. A art. 11.14) and this Court's order approving the Modified Plan (the "Plan Modification Order") (Docket No. 18707 ¶ 22). On July 1, 1994, the County of Trumbull, Ohio ("Trumbull County") and Dai-Ichi Kangyo Trust Company of New York, as trustee, entered into an Indenture of Trust under which Trumbull County issued the Sewage Disposal Revenue Bonds (General Motors Corporation Project) Series 1994 in the aggregate principal amount of \$2.75 million (the "Bonds"). The Bank of New York Mellon Corporation has served as the successor Indenture Trustee throughout these chapter 11 cases.

Preliminary Statement

1. Since the substantial consummation of the Modified Plan, the Indenture Trustee has demanded that DPH Holdings make payments concerning the 1994 Bonds pursuant to a prepetition contract executed by and between Delphi and General Motors Corporation ("GM") in 1999. The Indenture Trustee did not file a contingent proof of claim concerning the Bonds, and its post-emergence pursuit of a discharged prepetition claim constitutes a clear violation of the injunctions in Article 11.14 of the Modified Plan and paragraph 22 of the Plan Modification Order. (Docket No. 18707 Ex. A art. 11.14; Docket No. 18707 ¶ 22.)

2. The Indenture Trustee's status as a prepetition creditor under the 1999 agreement was not elevated to post-petition claimant status when Delphi and GM entered into the Amended And Restated Master Restructuring Agreement (the "Amended MRA") in 2008. The Amended MRA was part of a global settlement between Delphi and GM that was intended to affect only the rights and obligations as between Delphi and GM and specifically precluded third-party beneficiaries by its terms. The Indenture Trustee was not a party to the Amended MRA, and any argument that the Indenture Trustee had rights under the Amended MRA as a third-party beneficiary is foreclosed by, among other things, the provision of the Amended MRA expressly negating the existence of such beneficiaries. (Docket No. 14287 Ex. B § 8.18)

3. This provision disposes of the notion that the Indenture Trustee's status was improved by reason of the Amended MRA.¹ See Edward B. Fitzpatrick, Jr. Constr. Corp. v. Suffolk County, 525 N.Y.S.2d 863, 866 (N.Y. App. Div. 1988) ("Where a provision in the contract expressly negates enforcement by third parties, that provision is controlling."); James v. State, 457 N.Y.S.2d 148, 152 (N.Y. App. Div. 1982) ("The contractual provision here expressly negates an intent to benefit third parties and is necessarily decisive as to the rights of such parties."), aff'd, 457 N.E.2d 802 (N.Y. 1983).

Background

A. The 1994 Loan Agreement

4. On July 1, 1994, Trumbull County entered into a Loan Agreement with GM (the "1994 Loan Agreement"), a copy of which is attached to this Motion as Exhibit A. Under the 1994 Loan Agreement, Trumbull County agreed to lend to GM the proceeds from the

¹ It is instructive that the Indenture Trustee also did not file a contingent administrative claim concerning the Bonds.

sale of the Bonds (Ex. A § 4.1), and GM agreed to make to the Indenture Trustee certain payments of principal, premium, and interest with respect to the Bonds (Ex. A § 4.2(a)).

B. The 1999 Agreement

5. On January 1, 1999, in connection with the spin-off of Delphi Automotive Systems Corporation from GM, GM and Delphi Automotive Systems LLC ("DAS LLC") entered into an Assignment And Assumption Agreement – Industrial Development Bonds (the "1999 Agreement"), a copy of which is attached to this Motion as Exhibit B. Under the 1999 Agreement, GM assigned to DAS LLC the 1994 Loan Agreement (Ex. B § 1), and DAS LLC assumed certain obligations of GM under the 1994 Loan Agreement (Ex. B § 2). In addition, DAS LLC agreed to indemnify GM for losses relating to the 1994 Loan Agreement. (Ex. B § 6.) DPH Holdings is the successor to DAS LLC with respect to the 1999 Agreement.

C. The Chapter 11 Filings And Payments On The Bonds

6. On October 8 and 14, 2005, the Debtors filed voluntary petitions for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 1101-1174. The Reorganized Debtors believe that GM made payments on the Bonds from the petition dates in October 2005 through the effective date of the Amended MRA in September 2008. The Debtors made payments on the Bonds from September 2008 through the termination of the Amended MRA in October 2009.

D. The Amended MRA

7. On September 12, 2008, Delphi and GM entered into the Amended MRA, subject to this Court's approval. The Debtors filed a motion seeking this Court's approval of the Amended MRA on September 12, 2008 (Docket No. 14164), and this Court entered an order granting the motion on September 26, 2008 (Docket No. 14287). Under the order, the Debtors

were "authorized, but not directed, to implement, deliver, and perform their obligations under the . . . Amended MRA." (Docket No. 14287 ¶ 2.)

8. The Amended MRA amended and restated the earlier Master Restructuring Agreement between Delphi and GM (the "MRA"). Similar to the MRA, the Amended MRA allocated the longer-term responsibilities of Delphi and GM as part of the global settlement agreement between those parties. Unlike the MRA, the Amended MRA became effective independent of and in advance of the effective date of the Debtors' plan of reorganization.

9. The Amended MRA provided that, as of the effective date of the Amended MRA in September 2008, the 1999 Agreement "shall, as applicable, be either assumed, reinstated, or ratified (including as amended, as applicable)."² (Docket No. 14287 Ex. B § 5.01(a)(vi).)

10. The Amended MRA also included a termination provision stating that the Amended MRA "may be terminated . . . and the transactions contemplated hereby abandoned, upon the occurrence of," among other things, the "mutual written consent of both Delphi and GM." (Docket No. 14287 Ex. B § 8.02(a).) The consent of the Indenture Trustee (or of any other third party) was not required.

² Delphi did not assume the 1999 Agreement under 11 § U.S.C. 365. As of October 2005, when the Debtors filed their chapter 11 petitions, and September 2008, when Delphi and GM executed and this Court approved the Amended MRA, the 1999 Agreement was not an "executory contract" within the meaning of section 365, as there were not unperformed obligations on both sides. See ReGen Capital I, Inc. v. Halperin (In re Wireless Data, Inc.), 547 F.3d 484, 488 n.1 (2d Cir. 2008) ("Although § 365 does not define the term 'executory contracts,' courts have long employed the definition articulated by Professor Countryman, i.e., 'a contract under which the obligation of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing the performance of the other.'"); COR Route 5 Co. v. Penn Traffic Co. (In re Penn Traffic Co.), 524 F.3d 373, 379 (2d Cir. 2008) (citing same definition). The 1999 Agreement was therefore not subject to assumption or rejection pursuant to section 365. In re Ridizio, Inc., 204 B.R. 417, 421 (Bankr. S.D.N.Y. 1997); In re Raymond, 129 B.R. 354, 357 (Bankr. S.D.N.Y. 1991).

11. The Indenture Trustee was not a party to the Amended MRA. With regard to third-party beneficiaries, the Amended MRA provided as follows:

Section 8.18 Third Party Beneficiaries. Except as otherwise provided in section 8.06 herein with respect to the releases of the GM Parties and GM Suppliers, nothing contained in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any Party to this Agreement.

(Docket No. 14287 Ex. B § 8.18 (emphasis added)).

E. Termination Of The Amended MRA Pursuant To The MDA

12. On July 30, 2009, this Court entered the Plan Modification Order approving the Modified Plan and the Master Disposition Agreement among Delphi, GM Components Holdings, LLC, GM, Motors Liquidation Company, DIP Holdco 3, LLC, and the other sellers and other buyers party thereto (the "MDA"). (Docket No. 18707.) A copy of the MDA is attached to this Motion as Exhibit C.

13. The MDA includes the following provision terminating the Amended MRA:

9.19.2. Effective on the Closing Date, without further action by the Parties the [Amended] MRA shall (except as specifically set forth below) be terminated in its entirety and the parties thereto shall have no further obligations thereunder (other than as specifically set forth in this Section 9.19.2), including, without limitation, any obligations of Delphi for payments with respect to flowbacks under Section 5.11 of the [Amended] MRA or otherwise. Notwithstanding the foregoing, Old GM agrees to pay any and all amounts due to Delphi which accrue under the [Amended] MRA for periods prior to Closing regardless of the date on which such amounts become due under the terms of the [Amended] MRA. In addition, Old GM shall continue to be responsible for the payment of all costs and amounts due to Delphi under the [Amended] MRA with respect to the Athens Facility (as defined in the [Amended] MRA).

(Ex. C § 9.19.2 (emphasis added).) This provision is in accord with the termination provision set forth in the Amended MRA, which allowed Delphi and GM to terminate the Amended MRA by "mutual written consent." (Docket No. Docket No. 14287 Ex. B § 8.02(a).)

14. The "Closing Date" referenced in the MDA occurred on October 6, 2009, when the Debtors substantially consummated the Modified Plan and emerged from chapter 11. (See Docket No. 18958.) The Amended MRA was therefore terminated effective as of October 6, 2009.

F. Pre-Termination Notice To The Indenture Trustee

15. The Debtors disclosed that the Amended MRA would be terminated pursuant to the MDA (or, more precisely, an earlier version of the Master Disposition Agreement among Delphi, GM Components Holdings, LLC, GM, Parnassus Holdings II, LLC, and the other sellers and other buyers party thereto) in a number of filings related to the Modified Plan, including:

- the (A) Supplement To Motion For Order (I) Approving Modifications To Debtors' First Amended Plan Of Reorganization (As Modified) And Related Disclosures And Voting Procedures And (II) Setting Final Hearing Date To Consider Modifications To Confirmed First Amended Plan Of Reorganization And (B) Request To Set Administrative Expense Claims Bar Date And Alternative Sale Hearing Date, dated June 1, 2009 (Docket No. 16646 at 10; Docket No. 16646 Ex. 1-A, Ex. 7.7 § 9.19.2; Docket No. 16646 Ex. 2 at S-x, S-8, S-18, S-39);
- the Debtors' Omnibus Reply To Objections To Plan Modification Approval Motion, dated June 10, 2009 (Docket No. 16935 Ex. C at S-x, S-8, S-18, S-41);
- the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession, dated June 16, 2009 (Docket No. 17030 Ex. 7.7 § 9.19.2); and
- the Supplement To First Amended Disclosure Statement With Respect To First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified), dated June 16, 2009 (Docket No. 17031 at S-x, S-8, S-20, S-43).

16. Although the Indenture Trustee received notice of the hearing on the Modified Plan and the deadline and procedures for objecting to the Modified Plan (Docket No. 17267), it did not object to the termination of the Amended MRA in connection with the Modified Plan or at any other time.

G. The Bar Date And The Indenture Trustee's Failure To File A Proof Of Claim

17. On April 12, 2006, this Court entered an order establishing July 31, 2006 as the bar date for filing proofs of claim, including proofs of claim regarding contingent claims (the "Bar Date"). (Docket No. 3206 ¶ 2.) The Indenture Trustee was timely served with notice of the Bar Date and an individualized proof of claim form (Docket No. 3501), but it did not file a proof of claim concerning the Bonds on or before the Bar Date. Furthermore, the Indenture Trustee has not filed a proof of claim concerning the Bonds after the Bar Date.³

H. The Modified Plan And Plan Modification Order Injunctions

18. Article 11.14 of the Modified Plan provides:

Subject to Article 11.13 of this Plan, the satisfaction, release, and discharge pursuant to this Article XI shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recovery any Claim, Interest, or Cause of Action satisfied, released, or discharged under this Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

(See Docket No. 18707 Ex. A art. 11.14.)

19. Similarly, the Plan Modification Order provides:

Except as otherwise specifically provided in the Modified Plan, the MDA Documents, or this order and except as may be necessary to enforce or remedy a breach of the Modified Plan, the Debtors and all Persons shall be precluded and

³ The Indenture Trustee also received notice of the bar date of July 15, 2009 for filing proofs of administrative expenses arising on or before June 1, 2009 (Docket No. 17267) and the bar date 30 days after the effective date of the Modified Plan for filing proofs of administrative expenses arising after June 1, 2009 (Docket No. 18978). The Indenture Trustee did not file a proof of administrative expenses concerning the Bonds on or before those bar dates (or thereafter).

permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

(Docket No. 18707 ¶ 22.)

I. The Indenture Trustee's Post-Emergence Pursuit Of A Claim Against DPH Holdings

20. Since the effective date of the Modified Plan on October 6, 2009, the Indenture Trustee has asserted that DPH Holdings remains obligated to perform the obligations assumed by DAS LLC under the 1999 Agreement – i.e., that it remains obligated to make to the Indenture Trustee certain post-emergence cash payments with respect to the Bonds. The Indenture Trustee demanded payment from DPH Holdings in a letter dated August 20, 2010.

Jurisdiction And Venue

21. This matter arises under title 11 of the United States Code or arises in a case under title 11 of the United States Code. This Court has subject matter jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, the Modified Plan (Docket No. 18707 Ex. A art. XIII), and the Plan Modification Order (Docket No. 18707 ¶ 56). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). This Court is the proper venue for this matter pursuant to 28 U.S.C. §§ 157 and 1409.

Relief Requested

22. The Reorganized Debtors respectfully request that this Court enter an order enjoining the Indenture Trustee from taking any further action against DPH Holdings or any of the former Debtors concerning any demand for payment with respect to the Bonds.

Applicable Authority

A. The Indenture Trustee Is Violating The Modified Plan And Plan Modification Order Injunctions

23. The Indenture Trustee may believe that it is a third-party beneficiary of the 1999 Agreement pursuant to which DAS LLC assumed certain obligations of GM under the 1994 Loan Agreement. To the extent that the Indenture Trustee is demanding payments from DPH Holdings as a third-party beneficiary of the 1999 Agreement, there is no question that its actions are in violation of the injunctions set forth in Article 11.14 of the Modified Plan and paragraph 22 of the Plan Modification Order.

24. Those injunctions prohibit parties from taking action against DPH Holdings or any of the other former Debtors with respect to, among other things, any "Claim." (Docket No. 18707 Ex. A art. 11.14; Docket No. 18707 ¶ 22.) For purposes of the Modified Plan and the Plan Modification Order, a "Claim" is "a claim against one of the Debtors (or all or some of them), whether or not asserted, as defined in section 101(5) of the Bankruptcy Code." (Docket No. 18707 Ex. A art. 1.29; Docket No. 18707 at 4 n.1.)

25. Under 11 U.S.C. § 101(5)(A), a "claim" includes a "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured." "Congress intended by this language to adopt the broadest available definition of 'claim.'" Johnson v. Home

State Bank, 501 U.S. 78, 83 (1991). It is "sufficiently broad to encompass any possible right to payment." Mazzeo v. U.S. (In re Mazzeo), 131 F.3d 295, 302 (2d Cir. 1997).

26. When, as here, a right to payment is based on a contract, the right arises when the contract is executed, not when the alleged breach occurs, even if the alleged breach occurs post-petition. See Olin Corp. v. Riverwood Int'l Corp. (In re Manville Forest Prods. Corp.), 209 F.3d 125, 129 (2d Cir. 2000) (explaining that "a right to payment based on a written indemnification contract arises at the time the indemnification agreement is executed"); Pearl-Phil GMT (Far East) Ltd. v. Caldor Corp., 266 B.R. 575, 582 (S.D.N.Y. 2001) (explaining that "contract-based bankruptcy claims arise at the time the contract is executed," and that "courts consistently hold that a post-petition breach of a pre-petition contract gives rise only to a pre-petition claim"); Riodizio, 204 B.R. at 424 n.6 ("The postpetition breach of a prepetition contract gives rise only to a prepetition claim.").

27. Based on these authorities, the Indenture Trustee's status as a purported third-party beneficiary of the 1999 Agreement gave rise to a contingent prepetition claim for which it did not file a proof of claim on or before the Bar Date (or thereafter). This is a Claim within the meaning of the injunctions in the Modified Plan and the Plan Modification Order, and the Indenture Trustee's post-emergence demand for payment from DPH Holdings under a prepetition contract constitute a textbook example of a violation of those injunctions.

B. The Indenture Trustee Had No Rights Under The Amended MRA

28. The Indenture Trustee may also believe that its status as a prepetition creditor under the 1999 Agreement with a duty to file a contingent proof of claim on or before the Bar Date was somehow improved when Delphi and GM "assumed, ratified, or reinstated" the 1999 Agreement under the Amended MRA. (Docket No. 14287 Ex. B § 5.01(a)(vi).) But that is

incorrect. The Indenture Trustee was not a party to the Amended MRA. Nor was it a third-party beneficiary of the Amended MRA.⁴

29. Under New York law, a party asserting rights as a third-party beneficiary of a contract must demonstrate that, among other things, "the contract was intended for [its] benefit."⁵ Mendel v. Henry Phipps Plaza West, Inc., 844 N.E.2d 748, 751 (N.Y. 2006); Ca. Pub. Employees' Ret. Sys. v. Shearman & Sterling, 741 N.E.2d 101, 104 (N.Y. 2000) ("CALPERS"). "The best evidence of the intent to bestow a benefit upon a third party is the language of the contract itself." 767 Third Ave. LLC v. Orix Capital Mkts., LLC, 812 N.Y.S.2d 8, 11 (N.Y. App. Div. 2006); 243-249 Holding Co. v. Infante, 771 N.Y.S.2d 651, 652 (N.Y. App. Div. 2004).

30. "Where a provision in the contract expressly negates enforcement by third parties, that provision is controlling." IMS Eng'rs-Architects, P.C. v. State, 858 N.Y.S.2d 486, 489 (N.Y. App. Div. 2008) (internal quotation marks omitted); Edward B. Fitzpatrick, Jr. Constr., 525 N.Y.S.2d at 866; see also Facilities Dev. Corp. v. Miletta, 584 N.Y.S.2d 491, 494 (N.Y. App. Div. 1992) (explaining that "such a provision is controlling if it expressly negates third-party enforcement"); Nepco Forged Prods., Inc. v. Consol. Edison Co. of N.Y., 470 N.Y.S.2d 680, 681 (N.Y. App. Div. 1984) ("Where a provision exists in an agreement expressly negating an intent to permit enforcement by third parties, . . . that provision is decisive."); James, 457 N.Y.S.2d at 152 ("The contractual provision here expressly negates an intent to benefit third parties and is necessarily decisive as to the rights of such parties.").

⁴ Unlike the Debtors' obligations relating to the bonds addressed in the companion injunction motion regarding bonds issued by the Michigan Strategic Fund in 1995 (Docket No. 20722), the Debtors' post-petition administrative claim obligations, if any, relating to the Bonds at issue here were transferred to DIP Holdco 3, LLC (now known as Delphi Automotive LLP ("New Delphi")) pursuant to the MDA. (See Ex. C § 2.2.2.) Thus, even if the Debtors had somehow undertaken post-petition obligations to the Indenture Trustee by reason of the Amended MRA, the Indenture Trustee would have a cause of action against New Delphi with respect to those obligations.

⁵ The Amended MRA is governed by New York law. (Docket No. 14287 Ex. B § 8.10.)

31. New York courts routinely reject claims by supposed third-party beneficiaries when the contract states that there are no third-party beneficiaries. See, e.g., Mendel, 844 N.E.2d at 751; First Keystone Consultants, Inc. v. DDR Constr. Servs., 904 N.Y.S.2d 113, 115 (N.Y. App. Div. 2010); Mid-Valley Oil Co. v. Hughes Network Sys., Inc., 863 N.Y.S.2d 244, 247-48 (N.Y. App. Div. 2008); IMS Eng'rs-Architects, 858 N.Y.S.2d at 488-89; Adelaide Prods., Inc. v. BKN Int'l AG, 834 N.Y.S.2d 3, 8 (N.Y. App. Div. 2007); Rahim v. Sottile Sec. Co., 817 N.Y.S.2d 33, 35 (N.Y. App. Div. 2006); 767 Third Ave., 812 N.Y.S.2d at 11; PT. Bank Mizuho Indonesia v. PT. Indah Kiat Pulp & Paper Corp., 808 N.Y.S.2d 72, 73 (N.Y. App. Div. 2006); Bd. of Managers of Alexandria Condo. v. Broadway/72nd Assocs., 729 N.Y.S.2d 16, 18 (N.Y. App. Div. 2001); Baltia Air Lines, Inc. v. CIBC Oppenheimer Corp., 709 N.Y.S.2d 54, 56 (N.Y. App. Div. 2000).

32. In this case, Delphi and GM included in the Amended MRA a specific provision precluding the existence of any third-party beneficiary. Section 8.18 of the Amended MRA stated that:

nothing contained in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties hereto, . . . nor shall any provision give any third party any right of subrogation or action over or against any Party to this Agreement.

(Docket No. 14287 Ex. B § 8.18.)

33. The language of Section 8.18 is clear, unambiguous, and unequivocal. It contains no exception for the Indenture Trustee and no exception for Section 5.01 of the Amended MRA, the provision under which Delphi and GM "assumed, reinstated, or ratified" the 1999 Agreement. (Docket No. 14287 Ex. B § 5.01.) Consistent with the authorities cited above, Section 8.18, standing alone, defeats the notion that the Indenture Trustee obtained any right, remedy, or right of action under Section 5.01 or any other provision of the Amended MRA.

Accordingly, there is no basis for concluding that Delphi undertook post-petition obligations enforceable by the Indenture Trustee by virtue of the Amended MRA.

34. This conclusion is reinforced by the contracting parties' termination of the Amended MRA. That is because an alleged third-party beneficiary must establish "the existence of a valid and binding contract between other parties." Mendel, 844 N.E.2d at 751; CALPERS, 741 N.E.2d at 104. The Amended MRA was terminated on October 6, 2009 pursuant to the MDA. (See Ex. C § 9.19.2) The MDA provides that, upon termination of the Amended MRA, "the parties thereto shall have no further obligations thereunder." (Ex. C § 9.19.2.) As described above, Delphi and GM terminated the Amended MRA in accordance with its terms, which granted Delphi and GM the right to terminate the Amended MRA by "mutual written consent" (Docket No. 14287 Ex. B § 8.02(a).), and with notice to the Indenture Trustee, which did not object. The Amended MRA was not a valid and binding contract following its termination on October 6, 2009. This bars the Indenture Trustee from asserting that it is a third-party beneficiary of the Amended MRA with respect to the payments at issue here, all of which allegedly became due after October 6, 2009.⁶

35. The New York Court of Appeals addressed an analogous situation in Burns Jackson Miller Summit & Spitzer v. Lindner, 451 N.E.2d 459 (N.Y. 1983). In that case, a law firm claimed that it was an intended third-party beneficiary of contracts between unions and transit authorities, and that it was harmed when the union breached the contracts by engaging in

⁶ Moreover, the unopposed termination of the Amended MRA pursuant to the MDA provides further support for the conclusion that the Amended MRA was not intended to benefit third parties. As this Court noted in its ruling on September 24, 2010 that certain third parties were not third-party beneficiaries of the Delphi-GM Environmental Matters Agreement (the "EMA"), which was also terminated pursuant to the MDA: "[T]he termination of the parties' rights under the [EMA] is important. The MDA pursuant to which the EMA was terminated was on notice to the parties in interest in this case, as part of the confirmation of Delphi's plan. And this aspect of the MDA was not opposed. The termination of the . . . EMA, pursuant to the [MDA] reflected a settlement as between – a global settlement, as between GM and Delphi." (Docket No. 20640 at 107:19-108:2 (emphasis added).)

a strike in April 1980. Id. at 462. The court rejected the claim, in part because the contracts expired in March 1980, explaining: "The contracts having expired before the strike, any rights of plaintiff as a third-party beneficiary of them expired with it." Id. at 469-70. As a result, the firm could not point to a "valid and binding contract . . . , a sine qua non" for any intended third-party beneficiary. Id. at 469.

36. A similar case is Prince v. Dembitzer, 597 N.Y.S.2d 381 (N.Y. App. Div. 1993), in which third parties alleged that they were intended beneficiaries of a partnership or joint venture agreement, and that their rights were violated by a purchase of property in contravention of the agreement. Id. at 381-82. The claim failed on the grounds that, among other things, "the partnership or joint venture had terminated in September [1988]," before the defendants negotiated and made the purchase at issue. Id. at 382. Thus, the third parties could not establish "a valid and binding contract in existence," as required under New York law. Id.

Conclusion

In sum, the Indenture Trustee had no rights under the Amended MRA because (i) it was not a party to the Amended MRA and Delphi and GM specified in the unmistakable language of Section 8.18 that there are no third-party beneficiaries and (ii) the Amended MRA was terminated on October 6, 2009 and ceased being a valid and binding contract on that date. To the extent DPH Holdings had any obligations to the Indenture Trustee concerning the Bonds, the source of those obligations was the prepetition 1999 Agreement. The Indenture Trustee did not file a proof of claim concerning the Bonds, and any right to payment under the 1999 Agreement is a Claim within the meaning of the injunctions set forth in Article 11.14 of the Modified Plan and paragraph 22 of the Plan Modification Order.

WHEREFORE, the Reorganized Debtors respectfully request that this Court enter an order enjoining the Indenture Trustee from taking any further action against DPH Holdings or

any of the former Debtors concerning any demand for payment with respect to the Bonds and granting the Reorganized Debtors such other and further relief as is just.

Dated: New York, New York
November 15, 2010

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ Ron E. Meisler

John Wm. Butler, Jr.

John K. Lyons

Albert L. Hogan, III

Ron E. Meisler

155 North Wacker Drive

Chicago, Illinois 60606

- and -

Four Times Square

New York, New York 10036

Attorneys for DPH Holdings Corp., et al.,
Reorganized Debtors